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Attorneys for Defendant  
Portfolio Recovery Associates, LLC

UNITED STATES DISTRICT COURT  
DISTRICT OF OREGON (PORTLAND)

KIRK J NYBERG,

Plaintiff,

vs.

PORTFOLIO RECOVERY  
ASSOCIATES, LLC.,

Defendant.

CASE NO.: 3:15-cv-1175-PK

**DECLARATION OF COLBY EYRE  
IN SUPPORT OF DEFENDANT'S  
MOTION FOR SUMMARY  
JUDGMENT**

[Oral Argument Requested]

I, Colby Eyre, hereby declare as follows:

1. I am currently employed as a Custodian of Records for Portfolio Recovery Associates, LLC (“PRA”), the defendant in this action. I make this declaration based upon my personal knowledge in support of PRA’s motion for summary judgment, and if called on as a witness, I could and would testify competently to its contents.

2. I make this declaration based upon my personal knowledge and my review of the business records of PRA, which were made by, or from information transmitted by, a person with knowledge of the events described therein, at or near the time of the event described, and which are or were kept in the ordinary course of the regularly conducted business activities of such person and PRA, and for which it is the regular practice of that business activity to make such records.

3. PRA is in the business of acquiring delinquent credit accounts for collection from sellers. On December 12, 2012, PRA executed a Forward Flow Receivable Sale Agreement with Capital One Bank USA, N.A. (“Capital One”), whereby PRA purchased a portfolio of charged-off credit card accounts. I have personally reviewed the electronic data transferred to PRA at the time of that sale to confirm that included within that portfolio of accounts was a Capital One Card account that Capital One had issued to Plaintiff Kirk J Nyberg, with the last four digits ending in 3245 (“the Account”). A true and correct copy of the Bill of Sale, dated October 21, 2013, governing the sale is attached hereto as **Exhibit A**.

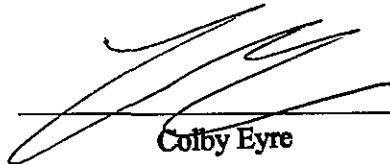
4. At the time of the sale, Capital One provided PRA with electronic data containing information about the Account, including Mr. Nyberg’s billing address, his phone number, social security number, the date of his last payment, the date the account was charged off, and the balance due on the account. The data reflected that the last payment was posted on July 19, 2010; that at the time of charge-off, the unpaid balance due was \$834.25; that post-charge-off interest of \$142.32 had been assessed by Capital One; and that then-current total balance due on the account was \$976.57. A true and

correct copy of the electronic data that was transferred by Capital One to PRA regarding the Account is attached hereto as **Exhibit B**. No changes have been made to this data by PRA, but certain redactions have been made to this data in order to preserve Plaintiff's financial privacy.

5. Subsequently, PRA obtained from Capital One copies of monthly account statements relating to the Account that Capital One generated and sent to Mr. Nyberg, including a statement reflecting the last payment of \$20.00, which was credited to the account on July 19, 2010; a statement for the billing cycle January 27 through February 26, 2011, which reflected the charge-off balance as \$834.25; and another statement for the billing cycle February 26 through May 25, 2012, which reflected the post-charge off interest incurred on the Account, with the new balance due on the account of \$976.57. True and correct copies of these monthly statements are attached hereto as **Exhibit C**.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at San Diego, California on this 9<sup>th</sup> day of December, 2016.

  
\_\_\_\_\_  
Colby Eyre

# Exhibit A



**Exhibit 1 to  
Forward Flow Receivable Sale Agreement dated December 12, 2012**

**BILL OF SALE**

**Closing Date:** October 21, 2013

Capital One Bank (USA), National Association ("Seller"), in consideration of a Purchase Price of \_\_\_\_\_ and other valuable consideration, the receipt of which is hereby acknowledged, hereby sells, assigns and transfers all right, title and interest in the Accounts identified in the Sale File entitled \_\_\_\_\_ (which may be in electronic form) to Portfolio Recovery Associates, LLC ("Buyer"), without recourse or representation except as expressly provided herein or on the terms, and subject to the conditions, set forth in the Agreement (as defined below).

This Bill of Sale is delivered pursuant to that certain Forward Flow Receivable Sale Agreement, dated as of December 12, 2012, by and between Seller and Buyer (the "Agreement"). All capitalized terms used, but not defined, in this Bill of Sale shall have the meanings assigned to such terms in the Agreement.

The Cutoff Date for the Sale File was October 16, 2013. The aggregate Unpaid Balance of the Accounts as of the Cutoff Date was \_\_\_\_\_

**CAPITAL ONE BANK (USA),  
NATIONAL ASSOCIATION**

By:  \_\_\_\_\_

Name: John H. Maurer

Title: Vice President

## Exhibit B

16-digit Account Number	3245
Customer Type	N
Customer Name	NYBERG KIRK J
Customer Street Address	710 NW AUTUMNCREEK WAY APT 1925
Customer City	BEAVERTON
Customer State	OR
Customer Zip Code	97006-9008
Customer Phone Number	0000000000
Customer DOB	12/02/1965
Customer SSN	7901
Secured Card Indicator	
Interest Rate	00.000
Open Date	08/13/2004
Date of First Delinquency	09/22/2010
Charge-off Date	02/28/2011
Last Payment Date	07/19/2010
Last Payment Amount	0000000000000000.00
Charge-off Amount	0000000000000834.25
Current Total Balance	0000000000000976.57
Post Charge-off Interest	0000000000000142.32
Post Charge-off Fees	0000000000000000.00
Secondary Customer Name	
Secondary Customer Street Address	
Secondary Customer City	
Secondary Customer State	
Secondary Customer Zip Code	
Secondary Customer Phone Number	
Secondary Customer Date of Birth	
Secondary Customer SSN	
Brand at Conversion	Not Applicable
Previous Entity	Not Applicable
Current Entity	CAPITAL ONE BANK (USA), N.A.
Date of Last Purchase	08/22/2010
Principle Amount at Charge off	0000000000000469.29
extra	
Router Number	00124386707

**Data printed by Portfolio Recovery Associates, LLC from electronic records provided by CAPITAL ONE BANK (USA), N.A. pursuant to the sale of accounts from CAPITAL ONE BANK (USA), N.A. to Portfolio Recovery Associates, LLC**

## Exhibit C



Grow your savings faster with Direct Banking

Why open a Direct Banking account?

Because it's online, we offer higher rates than many traditional branch banks do on many accounts.

- Get the growth and convenience of saving money online
- FDIC deposit insurance increased to \$250,000 (through 12/31/2013)
- Convenient 24/7 account access  
(Routine or unscheduled maintenance may impact accessibility.)

capitalonedirect.com



Page 1 of 1 1-800-903-3637  
www.capitalone.com

Feb. 27 - Mar. 26, 2010 28 Days in Billing Cycle

MASTERCARD PLATINUM

XXXX-XXXX-XXXX-3245

NEW BALANCE

\$449.84

MINIMUM PAYMENT

\$16.00

DUE DATE

Apr 23, 2010



PLEASE PAY AT LEAST THIS AMOUNT

Credit Limit: \$500.00

Cash Credit Limit: \$500.00

Available Credit: \$50.16

Available Credit for Cash: \$50.16

**MINIMUM PAYMENT WARNING:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

Payment Amount Each Period If No Additional Charges Are Made	Approximate Time to Pay Off Statement Balance	Estimated Total Cost
Minimum Payment \$17.48	5 Years 3 Years	\$669.50 \$629.18

Your estimated savings if you pay off this balance in 3 years: \$40.32

If you would like information about credit counseling services, call 1-888-326-8055.

**LATE PAYMENT WARNING:** If we do not receive your minimum payment by your due date, you may have to pay a \$39.00 late fee and your APRs may be increased up to the Penalty APR of 29.40%.

Previous Balance

\$461.64

Payments and Credits

\$20.00

Fees and Interest Charged

\$8.20

Transactions

\$0.00

New Balance

\$449.84

TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR KIRK J NYBERG #3245

1 18 MAR ELECTRONIC PAYMENT (\$20.00)

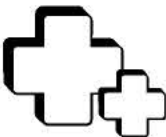
FEES

Total Fees This Period \$0.00  
Total Fees This Year \$0.00

INTEREST CHARGED

INTEREST CHARGE: PURCHASES \$0.32  
INTEREST CHARGE: CASH \$1.18  
INTEREST CHARGE: SPECIAL PURCH \$6.70  
Total Interest This Period \$8.20  
Total Interest This Year \$26.77

InterestPlus Online Savings



- Great savings rate
- Quarterly Bonus on interest earned
- No fees

Learn more and open online at  
capitalonedirect.com/interestplus 300009

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	25.90% D	\$16.27	\$0.32
Cash	24.90% D	\$61.64	\$1.18
Special Purch	22.90% D	\$381.26	\$6.70

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE.

1 [REDACTED] 3245 26 0449840020000016006



Account Number [REDACTED] 3245

Due Date

Apr 23, 2010

New Balance

\$449.84

Minimum Payment

\$16.00

Amount Enclosed

.

PLEASE PAY AT LEAST THIS AMOUNT

KIRK J NYBERG  
6965 NE RONLER WAY APT 1925  
HILLSBORO, OR 97124-7926



GO GREEN.  
SAVE GREEN!

Pay online and save money on stamps.

Sign up at www.capitalone.com



Capital One Bank (USA), N.A.  
P.O. Box 60599  
City of Industry, CA 91716-0599



Convenient and secure certificates of deposit, money market and higher-interest savings accounts. Since you are banking “directly” with us, we can often offer higher money market and savings account rates than traditional branch banks.

How do I know my money is safe?

Unlike some investment options, your Capital One Direct Banking account is federally insured by the FDIC. For more information about how FDIC insurance protects your savings, visit [www.fdic.gov](http://www.fdic.gov).

capitalonedirect.com

These products and services are offered by Capital One Bank (USA), N.A., and Capital One, N.A., members FDIC.  
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26

**How can I avoid paying Interest Charges?** Each month you pay your "New Balance" in full, you will have a minimum grace period of 25 days with no interest charge on all new 1) purchases, 2) balance transfers, 3) special purchases and 4) other charges. If you have been paying your account in full with no interest charges applied and you do not pay your next bill in full, prorated interest charges will be assessed. There is no grace period on cash advances, special transfers, or on any new transaction when there is an unpaid balance from a previous bill.

**How is the Interest Charge applied?** Interest charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first calendar day of the billing period. Interest charges accrue on every unpaid amount until it is paid in full. This means you may owe interest charges even if you pay the entire "New Balance" one month, but did not do so for the previous month. Unpaid interest charges are added to the proper segment of your Account. However, we reserve the right to not assess interest charges at any time.

**Do you assess a Minimum Interest Charge?** Yes. A minimum INTEREST CHARGE of \$0.50 will be assessed for each billing period your account is subject to an interest charge.

**How did you Calculate the Interest Charge?** There are several calculations that are used to determine your total interest charge. 1. To get your Daily Balance: For each segment, 1) take the beginning balance and add in new transactions and the periodic interest charge on the previous day's balance. 2) Subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if you paid your previous month's balance in full (or if your balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. Also, transactions that are subject to a grace period are not added to the daily balances. 2. To find your Average Daily Balance: 1) add the daily balances together and 2) divide the sum by the number of days in the billing cycle. 3. Estimate your Total Interest Charge: 1) multiply your average daily balance by the daily periodic rate and 2) multiply the result by the number of days in the billing period. NOTE: Due to rounding or a minimum interest charge, this calculation may vary from the interest charge actually assessed.

**How can my variable Annual Percentage Rate (APR) change?** Your APR may increase or decrease based on one of seven standard indices reported in The Wall Street Journal. To find which index is used for your account, look for a code (P, L, C, S, D or F) on the front of this statement next to the APR(s). Then check the table below:

Code next to your Annual Percentage Rate (APR)	Index which your rates are based on	When your Annual Percentage Rate will change
P L C S	Quarterly Prime + margin previously disclosed to you Quarterly LIBOR + margin previously disclosed to you Quarterly CD + margin previously disclosed to you Bankcard Prime + margin previously disclosed to you	The first day of the billing periods that end in January, April, July and October.
D F G	Monthly Prime + margin previously disclosed to you Monthly LIBOR + margin previously disclosed to you Treasury LIBOR + margin previously disclosed to you	The first day of each monthly billing period.

**Are there Additional Fees associated with my account?** Yes, under certain circumstances, you may be assessed a Late or Returned Payment Fee. You may also be charged overlimit fees if permitted by law. We reserve the right to not assess fees without prior notice and without waiving our right to assess a similar fee later.

**How can I Close My Account?** You may close your account by calling or writing our Customer Relations Department. At that time, we will provide additional details including payment information. If you use your credit card or charges post to your account after you ask us to close it, we can keep your account open.

**What happens if my Account is Suspended?** We may close or suspend your account and your right to obtain credit at any time and for any reason, even if you are not in default. Account suspension can be permanent or temporary. If your account is closed or suspended you must 1) stop using your credit card and account, 2) cancel all automatic payments, 3) destroy all credit cards and access checks, and 4) pay all amounts you owe us, even if they were charged after the account was closed or suspended.

**How do I Make Payments?** Payments you mail to us will be credited to your account as of the business day we receive it, as long as: 1) you send the bottom portion of this statement and your check in the enclosed remittance envelope, and 2) your payment is received in one of our processing centers by 5pm local time. Please allow at least (7) business days for mail delivery.

Mailed payments received by us at any other location or in any other form may not be credited as of the day we receive them.

**Do you Process Paper Checks as an Electronic Funds Transfer?** When you provide a check as payment, you authorize us and our agents either to use information from your check to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your deposit account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Your authorization is not limited by the date on the check. We may resubmit and electronically collect the returned payments.

**What if I file for Bankruptcy?** If you are entitled to bankruptcy protection, this communication is for information only, it is not an attempt to collect, assess or recover a debt or claim. Do not send us payments without speaking with your bankruptcy attorney or the Bankruptcy Court. If you or your attorney would like to contact our bankruptcy claims servicer directly, please contact: Capital One · PO Box 85167 · Richmond, VA 23285-5167

**BILLING RIGHTS SUMMARY** (Does Not Apply to Small Business Accounts)

**What To Do If You Think You Find A Mistake On Your Statement:** If you think there is an error on your statement, write to us at:

Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us or notify us by website, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error, the following are true:
  - We cannot try to collect the amount in question, or report you as delinquent on that amount.
  - You do not need to pay any disputed amounts and related interest charges or fees until we send you a notice about the outcome of our investigation.
  - The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
  - While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
  - We can apply any unpaid amount against your credit limit.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases.** If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true: 1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.) 2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify. 3. You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Capital One supports information privacy protection: see our website at [www.capitalone.com](http://www.capitalone.com) Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved © 2010 Capital One

TC-08  
03/01/10

Changing Address?

Address.....  
.....

Home Phone .....

Alternate Phone .....

E-mail  
Address.....

Please print address or phone number changes above using blue or black ink.



Not quite ready to make payments online?

No problem. Follow these simple steps to make sure we process your payments smoothly:

- Don't staple or paper clip your check to the payment slip.
- Be sure to use the payment envelope that came with your statement. *Using a different envelope could delay processing.*
- Please don't include any additional correspondence.
- Last but not least, be sure to write your 16-digit account number on your check.





KIRK J NYBERG

**YOU'RE BEHIND BY**

**2**

**PAYMENTS**

## LET'S TALK — WE'RE HERE TO HELP.

Sometimes unexpected expenses keep you from making your credit card payments. We understand. At Capital One®, we're here to help you keep your credit on track. Give us a call.

### Here are 3 easy ways to make a payment:

- Give one of our associates a call at 1.800.955.6600.
- Mail us the amount due on your statement.
- If you have Internet access, you can make a payment securely online by logging on to [www.capitalone.com](http://www.capitalone.com).

© 2009 Capital One. Capital One is a federally registered service mark. All rights reserved.

Page 1 of 2 1-800-903-3637  
www.capitalone.com

Aug. 27 - Sep. 26, 2010 31 Days in Billing Cycle

Platinum MasterCard XXXX-XXXX-XXXX-3245		
NEW BALANCE	MINIMUM PAYMENT	DUE DATE
\$598.38	\$95.00	Oct 23, 2010
PLEASE PAY AT LEAST THIS AMOUNT		
Credit Limit: \$500.00	Cash Credit Limit: \$500.00	
Available Credit: \$0.00	Available Credit for Cash: \$0.00	

**MINIMUM PAYMENT WARNING:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

Payment Amount Each Period If No Additional Charges Are Made	Approximate Time to Pay Off Statement Balance	Estimated Total Cost
Minimum Payment	8 Years	\$1,270

If you would like information about credit counseling services, call 1-888-326-8055.

**LATE PAYMENT WARNING:** If we do not receive your minimum payment by your due date, you may have to pay a late fee of up to \$35.00 and your APRs may be increased up to the Penalty APR of 29.40%.

Previous Balance	Payments and Credits	Fees and Interest Charged	Transactions	New Balance
\$513.76	\$0.00	\$84.62	\$0.00	\$598.38

You're behind by two payments. Let's talk. If you're having financial difficulties and can't make your minimum payment - we want to help. Let's work together to find a solution.

#### TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR KIRK J NYBERG #3245

#### FEES

1	23 SEP	PAST DUE FEE	\$25.00
2	25 SEP	CAPITAL ONE MEMBER FEE	\$49.00
Total Fees This Period			\$74.00
Total Fees This Year			\$90.00

#### INTEREST CHARGED

INTEREST CHARGE: PURCHASES	\$2.42
INTEREST CHARGE: CASH	\$1.48
INTEREST CHARGE: SPECIAL PURCH	\$6.72
Total Interest This Period	\$10.62
Total Interest This Year	\$80.34

Transactions continue on page 2

**Help is Available.**  
Just pick up the phone.



Call 1-800-955-6600 and a specially trained agent will be happy to help you check your balance and make payments.

#### INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	25.90% D	\$109.88	\$2.42
Cash	24.90% D	\$69.82	\$1.48
Special Purch	22.90% D	\$345.49	\$6.72

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO [WWW.CAPITALONE.COM](http://WWW.CAPITALONE.COM) TO MAKE YOUR PAYMENT ONLINE.

1 [REDACTED] 3245 26 0598380020000095006



Account Number [REDACTED] 3245

Due Date

New Balance

Minimum Payment

Amount Enclosed

Oct 23, 2010

\$598.38

\$95.00

.

PLEASE PAY AT LEAST  
THIS AMOUNT

KIRK J NYBERG  
6965 NE RONLER WAY APT 1925  
HILLSBORO, OR 97124-7926



**Take advantage. Take control.**

Manage your account online  
at [www.capitalone.com](http://www.capitalone.com)

- Make payments
- Review account information
- Manage your account in privacy



400006

Capital One Bank (USA), N.A.  
P.O. Box 60599  
City of Industry, CA 91716-0599



Please make checks payable to Capital One Bank (USA), N.A. and mail with this coupon in the enclosed envelope.

**How can I avoid paying Interest Charges?** Each month you pay your "New Balance" in full, you will have a minimum grace period of 25 days with no interest charge on all new 1) purchases, 2) balance transfers, 3) special purchases and 4) other charges. If you have been paying your account in full with no interest charges applied and you do not pay your next bill in full, prorated interest charges will be assessed. There is no grace period on cash advances, special transfers, or on any new transaction when there is an unpaid balance from a previous bill.

**How is the Interest Charge applied?** Interest charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first calendar day of the billing period. Interest charges accrue on every unpaid amount until it is paid in full. This means you may owe interest charges even if you pay the entire "New Balance" one month, but did not do so for the previous month. Unpaid interest charges are added to the proper segment of your Account. However, we reserve the right to not assess interest charges at any time.

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**How did you Calculate the Interest Charge?** There are several calculations that are used to determine your total interest charge. 1. To get your Daily Balance: For each segment, 1) take the beginning balance and add in new transactions and the periodic interest charge on the previous day's balance. 2) Subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if you paid your previous month's balance in full (or if your balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. Also, transactions that are subject to a grace period are not added to the daily balances. 2. To find your Average Daily Balance: 1) add the daily balances together and 2) divide the sum by the number of days in the billing cycle. 3. Estimate your Total Interest Charge: 1) multiply your average daily balance by the daily periodic rate and 2) multiply the result by the number of days in the billing period. NOTE: Due to rounding or a minimum interest charge, this calculation may vary from the interest charge actually assessed.

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Code next to your Annual Percentage Rate (APR)	Index which your rates are based on	When your Annual Percentage Rate will change
P L C S	Quarterly Prime + margin previously disclosed to you Quarterly LIBOR + margin previously disclosed to you Quarterly CD + margin previously disclosed to you Bankcard Prime + margin previously disclosed to you	The first day of the billing periods that end in January, April, July and October.
D F G	Monthly Prime + margin previously disclosed to you Monthly LIBOR + margin previously disclosed to you Treasury LIBOR + margin previously disclosed to you	The first day of each monthly billing period.

**Are there Additional Fees associated with my account?** Yes, under certain circumstances, you may be assessed a Late or Returned Payment Fee. You may also be charged overlimit fees if permitted by law. We reserve the right to not assess fees without prior notice and without waiving our right to assess a similar fee later.

**How can I Close My Account?** You may close your account by calling or writing our Customer Relations Department. At that time, we will provide additional details including payment information. If you use your credit card or charges post to your account after you ask us to close it, we can keep your account open. To avoid paying any applicable membership fees, call to close your account prior to the end of the cycle in which it is scheduled to be billed.

**What happens if my Account is Suspended?** We may close or suspend your account and your right to obtain credit at any time and for any reason, even if you are not in default. Account suspension can be permanent or temporary. If your account is closed or suspended you must 1) stop using your credit card and account, 2) cancel all automatic payments, 3) destroy all credit cards and access checks, and 4) pay all amounts you owe us, even if they were charged after the account was closed or suspended.

**How do I Make Payments?** Payments you mail to us will be credited to your account as of the business day we receive it, as long as: 1) you send the bottom portion of this statement and your check in the enclosed remittance envelope, and 2) your payment is received in one of our processing centers by 5pm local time. Please allow at least (7) business days for mail delivery.

Mailed payments received by us at any other location or in any other form may not be credited as of the day we receive them.

**Do you Process Paper Checks as an Electronic Funds Transfer?** When you provide a check as payment, you authorize us and our agents either to use information from your check to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your deposit account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Your authorization is not limited by the date on the check. We may resubmit and electronically collect the returned payments.

**What if I file for Bankruptcy?** If you are entitled to bankruptcy protection, this communication is for information only, it is not an attempt to collect, assess or recover a debt or claim. Do not send us payments without speaking with your bankruptcy attorney or the Bankruptcy Court. If you or your attorney would like to contact our bankruptcy claims servicer directly, please contact: Capital One · PO Box 85167 · Richmond, VA 23285-5167

**BILLING RIGHTS SUMMARY** (Does Not Apply to Small Business Accounts)

**What To Do If You Think You Find A Mistake On Your Statement:** If you think there is an error on your statement, write to us at:  
Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285  
In your letter, give us the following information:  
· **Account information:** Your name and account number.  
· **Dollar amount:** The dollar amount of the suspected error.  
· **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.  
You must contact us within 60 days after the error appeared on your statement.  
You must notify us of any potential errors in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.  
While we investigate whether or not there has been an error, the following are true:  
· We cannot try to collect the amount in question, or report you as delinquent on that amount.  
· The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.  
· While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.  
· We can apply any unpaid amount against your credit limit.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases.** If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true: 1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.) 2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify. 3. You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:  
Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285  
While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Capital One supports information privacy protection: see our website at [www.capitalone.com](http://www.capitalone.com)  
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Changing Address?

Address.....  
.....

Home Phone .....  
Alternate Phone .....

E-mail  
Address.....

Please print address or phone number changes above using blue or black ink.



Not quite ready to make payments online?

No problem. Follow these simple steps to make sure we process your payments smoothly:

- Don't staple or paper clip your check to the payment slip.
- Be sure to use the payment envelope that came with your statement. *Using a different envelope could delay processing.*
- Please don't include any additional correspondence.
- Last but not least, be sure to write your 16-digit account number on your check.





# Take Control with Online Statements

Managing your account online is easy:

- Check your balance and view recent activity
- View and print copies of past statements
- Pay your bill online

Sign up at: [www.capitalone.com](http://www.capitalone.com)



Page 2 of 2      1-800-903-3637  
[www.capitalone.com](http://www.capitalone.com)

Aug. 27 - Sep. 26, 2010    31 Days in Billing Cycle

Platinum MasterCard			XXXX-XXXX-XXXX-3245
NEW BALANCE	MINIMUM PAYMENT	DUE DATE	
\$598.38	\$95.00	Oct 23, 2010	

Credit Limit:	\$500.00
Available Credit:	\$0.00
Cash Credit Limit:	\$500.00
Available Credit for Cash:	\$0.00

Previous Balance		Payments and Credits		Fees and Interest Charged		Transactions		New Balance
\$513.76	-	\$0.00	+	\$84.62	+	\$0.00	=	\$598.38

TRANSACTIONS CONTINUED

You were assessed a past due fee because your minimum payment was not received by the due date. To avoid this fee in the future, we recommend that you allow at least 7 business days for your minimum payment to reach Capital One.



# IT'S STILL NOT TOO LATE.

KIRK J NYBERG

Your account is unusable. Please pay the amount due on your statement by the due date. Remember we're here to help!

**YOU'RE BEHIND BY**  
**5**  
**PAYMENTS**

Let's work together to find a solution that's right for you.

You can make a payment with our free check by phone service or speak to an associate by calling 1.800.955.6600.

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Page 1 of 2 1-800-903-3637  
www.capitalone.com

Nov. 27 - Dec. 26, 2010 30 Days in Billing Cycle

Platinum MasterCard XXXX-XXXX-XXXX-3245

**NEW BALANCE** **MINIMUM PAYMENT** **DUE DATE**  
\$732.46 \$261.00 Jan 23, 2011



PLEASE PAY AT LEAST THIS AMOUNT

Credit Limit: \$500.00 Cash Credit Limit: \$500.00  
Available Credit: \$0.00 Available Credit for Cash: \$0.00

**MINIMUM PAYMENT WARNING:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

Payment Amount Each Period If No Additional Charges Are Made	Approximate Time to Pay Off Statement Balance	Estimated Total Cost
Minimum Payment	8 Years	\$1,366

If you would like information about credit counseling services, call 1-888-326-8055.

**LATE PAYMENT WARNING:** If we do not receive your minimum payment by your due date, you may have to pay a late fee of up to \$35.00 and your APRs may be increased up to the Penalty APR of 29.40%.

Previous Balance		Payments and Credits		Fees and Interest Charged		Transactions		New Balance
\$683.63	-	\$0.00	+	\$48.83	+	\$0.00	=	\$732.46

You're behind by five payments. If you continue to miss payments your account is at risk of being charged off. Please don't let this happen. If you're feeling overwhelmed, call us at 1.800.955.6600. We'll work with you to resolve this matter.

## TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR KIRK J NYBERG #3245

### FEES

1	23 DEC	PAST DUE FEE	\$35.00
Total Fees This Period			\$35.00
Total Fees This Year			\$185.00

### INTEREST CHARGED

INTEREST CHARGE: PURCHASES	\$5.42
INTEREST CHARGE: CASH	\$1.52
INTEREST CHARGE: SPECIAL PURCH	\$6.89
Total Interest This Period	\$13.83
Total Interest This Year	\$119.42

Transactions continue on page 2

**Help is Available.**  
Just pick up the phone.



Call 1-800-955-6600 and a specially trained agent will be happy to help you check your balance and make payments.

## INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	25.90% D	\$254.69	\$5.42
Cash	24.90% D	\$74.32	\$1.52
Special Purch	22.90% D	\$365.89	\$6.89

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE.

1 [REDACTED] 3245 26 0732460020000261001



Account Number [REDACTED] 3245

Due Date	New Balance	Minimum Payment	Amount Enclosed
Jan 23, 2011	\$732.46	\$261.00	.

PLEASE PAY AT LEAST THIS AMOUNT

KIRK J NYBERG  
6965 NE RONLER WAY APT 1925  
HILLSBORO, OR 97124-7926



**Take advantage. Take control.**  
Manage your account online  
at [www.capitalone.com](http://www.capitalone.com)

- Make payments
- Review account information
- Manage your account in privacy



400006

Capital One Bank (USA), N.A.  
P.O. Box 60599  
City of Industry, CA 91716-0599



Please make checks payable to Capital One Bank (USA), N.A. and mail with this coupon in the enclosed envelope.

**How can I avoid paying Interest Charges?** Each month you pay your "New Balance" in full, you will have a minimum grace period of 25 days with no interest charge on all new 1) purchases, 2) balance transfers, 3) special purchases and 4) other charges. If you have been paying your account in full with no interest charges applied and you do not pay your next bill in full, prorated interest charges will be assessed. There is no grace period on cash advances, special transfers, or on any new transaction when there is an unpaid balance from a previous bill.

**How is the Interest Charge applied?** Interest charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first calendar day of the billing period. Interest charges accrue on every unpaid amount until it is paid in full. This means you may owe interest charges even if you pay the entire "New Balance" one month, but did not do so for the previous month. Unpaid interest charges are added to the proper segment of your Account. However, we reserve the right to not assess interest charges at any time.

**Do you assess a Minimum Interest Charge?** Yes. A minimum INTEREST CHARGE of \$0.50 will be assessed for each billing period your account is subject to an interest charge.

**How did you Calculate the Interest Charge?** There are several calculations that are used to determine your total interest charge. 1. To get your Daily Balance: For each segment, 1) take the beginning balance and add in new transactions and the periodic interest charge on the previous day's balance. 2) Subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if you paid your previous month's balance in full (or if your balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. Also, transactions that are subject to a grace period are not added to the daily balances. 2. To find your Average Daily Balance: 1) add the daily balances together and 2) divide the sum by the number of days in the billing cycle. 3. Estimate your Total Interest Charge: 1) multiply your average daily balance by the daily periodic rate and 2) multiply the result by the number of days in the billing period. NOTE: Due to rounding or a minimum interest charge, this calculation may vary from the interest charge actually assessed.

**How can my variable Annual Percentage Rate (APR) change?** Your APR may increase or decrease based on one of seven standard indices reported in *The Wall Street Journal*. To find which index is used for your account, look for a code (P, L, C, S, D or F) on the front of this statement next to the APR(s). Then check the table below:

Code next to your Annual Percentage Rate (APR)	Index which your rates are based on	When your Annual Percentage Rate will change
P L C S	Quarterly Prime + margin previously disclosed to you Quarterly LIBOR + margin previously disclosed to you Quarterly CD + margin previously disclosed to you Bankcard Prime + margin previously disclosed to you	The first day of the billing periods that end in January, April, July and October.
D F G	Monthly Prime + margin previously disclosed to you Monthly LIBOR + margin previously disclosed to you Treasury LIBOR + margin previously disclosed to you	The first day of each monthly billing period.

**Are there Additional Fees associated with my account?** Yes, under certain circumstances, you may be assessed a Late or Returned Payment Fee. You may also be charged overlimit fees if permitted by law. We reserve the right to not assess fees without prior notice and without waiving our right to assess a similar fee later.

**How can I Close My Account?** You may close your account by calling or writing our Customer Relations Department. At that time, we will provide additional details including payment information. If you use your credit card or charges post to your account after you ask us to close it, we can keep your account open. To avoid paying any applicable membership fees, call to close your account prior to the end of the cycle in which it is scheduled to be billed.

**What happens if my Account is Suspended?** We may close or suspend your account and your right to obtain credit at any time and for any reason, even if you are not in default. Account suspension can be permanent or temporary. If your account is closed or suspended you must 1) stop using your credit card and account, 2) cancel all automatic payments, 3) destroy all credit cards and access checks, and 4) pay all amounts you owe us, even if they were charged after the account was closed or suspended.

**How do I Make Payments?** Payments you mail to us will be credited to your account as of the business day we receive it, as long as: 1) you send the bottom portion of this statement and your check in the enclosed remittance envelope, and 2) your payment is received in one of our processing centers by 5pm local time. Please allow at least (7) business days for mail delivery.

Mailed payments received by us at any other location or in any other form may not be credited as of the day we receive them.

**Do you Process Paper Checks as an Electronic Funds Transfer?** When you provide a check as payment, you authorize us and our agents either to use information from your check to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your deposit account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Your authorization is not limited by the date on the check. We may resubmit and electronically collect the returned payments.

**What if I file for Bankruptcy?** If you are entitled to bankruptcy protection, this communication is for information only, it is not an attempt to collect, assess or recover a debt or claim. Do not send us payments without speaking with your bankruptcy attorney or the Bankruptcy Court. If you or your attorney would like to contact our bankruptcy claims servicer directly, please contact: Capital One · PO Box 85167 · Richmond, VA 23285-5167

**BILLING RIGHTS SUMMARY** (Does Not Apply to Small Business Accounts)

**What To Do If You Think You Find A Mistake On Your Statement:** If you think there is an error on your statement, write to us at:  
Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285  
In your letter, give us the following information:  
· Account information: Your name and account number.  
· Dollar amount: The dollar amount of the suspected error.  
· Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.  
You must contact us within 60 days after the error appeared on your statement.  
You must notify us of any potential errors in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.  
While we investigate whether or not there has been an error, the following are true:  
· We cannot try to collect the amount in question, or report you as delinquent on that amount.  
· The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.  
· While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.  
· We can apply any unpaid amount against your credit limit.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases.** If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true: 1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.) 2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify. 3. You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:  
Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285  
While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

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Changing Address?

Address.....  
.....

Home Phone.....

Alternate Phone.....

E-mail  
Address.....

Please print address or phone number changes above using blue or black ink.



Not quite ready to make payments online?

No problem. Follow these simple steps to make sure we process your payments smoothly:

- Don't staple or paper clip your check to the payment slip.
- Be sure to use the payment envelope that came with your statement. *Using a different envelope could delay processing.*
- Please don't include any additional correspondence.
- Last but not least, be sure to write your 16-digit account number on your check.



# Take Control with Online Statements

Managing your account online is easy:

- Check your balance and view recent activity
- View and print copies of past statements
- Pay your bill online

Sign up at: [www.capitalone.com](http://www.capitalone.com)



Page 2 of 2      1-800-903-3637  
[www.capitalone.com](http://www.capitalone.com)

Nov. 27 - Dec. 26, 2010    30 Days in Billing Cycle

Platinum MasterCard			XXXX-XXXX-XXXX-3245
NEW BALANCE	MINIMUM PAYMENT	DUE DATE	
\$732.46	\$261.00	Jan 23, 2011	

Credit Limit:	\$500.00
Available Credit:	\$0.00
Cash Credit Limit:	\$500.00
Available Credit for Cash:	\$0.00

Previous Balance		Payments and Credits		Fees and Interest Charged		Transactions		New Balance
\$683.63	-	\$0.00	+	\$48.83	+	\$0.00	=	\$732.46

TRANSACTIONS CONTINUED

You were assessed a past due fee because your minimum payment was not received by the due date. To avoid this fee in the future, we recommend that you allow at least 7 business days for your minimum payment to reach Capital One.





Your account works differently now  
that you're 7 payments late.

Please see the next page for important account information.



Page 1 of 2 1-800-258-9319  
www.capitalone.com/solutions

Jan. 27 - Feb. 26, 2011 31 Days in Billing Cycle

Platinum MasterCard [REDACTED] 3245		
NEW BALANCE	PAYMENT DUE	DUE DATE
\$834.25	\$834.25	PAST DUE
Available Credit: \$0.00		

IMPORTANT ACCOUNT UPDATES

Your full balance is due. Any payment you make will reduce your balance and help pay off your debt faster. The amount you owe may differ if you've entered into a separate payment agreement.

Previous Balance		Payments and Credits		Fees and Interest Charged		Transactions		New Balance
\$782.79	-	\$0.00	+	\$51.46	+	\$0.00	=	\$834.25

TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR KIRK J NYBERG #3245

FEES			
1	23 FEB	PAST DUE FEE	\$35.00
Total Fees This Period			\$35.00
Total Fees This Year			\$70.00

INTEREST CHARGED			
INTEREST CHARGE: PURCHASES			\$7.42
INTEREST CHARGE: CASH			\$1.64
INTEREST CHARGE: SPECIAL PURCH			\$7.40
Total Interest This Period			\$16.46
Total Interest This Year			\$31.79

Help is Available.  
Just pick up the phone.



Call 1-800-258-9319 and a specially trained agent will be happy to help you check your balance and make payments.

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	25.90% D	\$337.41	\$7.42
Cash	24.90% D	\$77.50	\$1.64
Special Purch	22.90% D	\$380.28	\$7.40

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM/SOLUTIONS TO MAKE YOUR PAYMENT ONLINE.

1 [REDACTED] 3245 26 0834250020000834252



Account Number [REDACTED] 3245

Due Date	New Balance	Amount Enclosed
Past Due	\$834.25	.

Manage your  
account online.



Visit [www.capitalone.com/solutions](http://www.capitalone.com/solutions) to manage your account online. Have information at your fingertips 24/7 without picking up the phone.

400004

KIRK J NYBERG  
6965 NE RONLER WAY APT 1925  
HILLSBORO, OR 97124-7926



Capital One Bank (USA), N.A.  
P.O. Box 60599  
City of Industry, CA 91716-0599



**How can I avoid paying Interest Charges?** Each month you pay your "New Balance" in full, you will have a minimum grace period of 25 days with no interest charge on all new 1) purchases, 2) balance transfers, 3) special purchases and 4) other charges. If you have been paying your account in full with no interest charges applied and you do not pay your next bill in full, prorated interest charges will be assessed. There is no grace period on cash advances, special transfers, or on any new transaction when there is an unpaid balance from a previous bill.

**How is the Interest Charge applied?** Interest charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first calendar day of the billing period. Interest charges accrue on every unpaid amount until it is paid in full. This means you may owe interest charges even if you pay the entire "New Balance" one month, but did not do so for the previous month. Unpaid interest charges are added to the proper segment of your Account. However, we reserve the right to not assess interest charges at any time.

**Do you assess a Minimum Interest Charge?** Yes. A minimum INTEREST CHARGE of \$0.50 will be assessed for each billing period your account is subject to an interest charge.

**How did you Calculate the Interest Charge?** There are several calculations that are used to determine your total interest charge. 1. To get your Daily Balance: For each segment, 1) take the beginning balance and add in new transactions and the periodic interest charge on the previous day's balance. 2) Subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if you paid your previous month's balance in full (or if your balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. Also, transactions that are subject to a grace period are not added to the daily balances. 2. To find your Average Daily Balance: 1) add the daily balances together and 2) divide the sum by the number of days in the billing cycle. 3. Estimate your Total Interest Charge: 1) multiply your average daily balance by the daily periodic rate and 2) multiply the result by the number of days in the billing period. NOTE: Due to rounding or a minimum interest charge, this calculation may vary from the interest charge actually assessed.

**Is the "Payment Due" a Payoff Amount?** No. All stated amounts are owed on the date of the statement. However, because interest, late charges and other charges might change from day to day as provided in your customer agreement, the amount due on the day you pay may be larger. For example, if you pay the amount stated in this statement, your account might still have a balance after your payment is received. Also note that the amount you owe may differ if you've entered into a separate payment arrangement. Please call the number on the front of the statement for an exact payoff amount.

**How can my variable Annual Percentage Rate (APR) change?** Your APR may increase or decrease based on one of seven standard indices reported in *The Wall Street Journal*. To find which index is used for your account, look for a code (P, L, C, S, D or F) on the front of this statement next to the APR(s). Then check the table below:

Code next to your Annual Percentage Rate (APR)	Index which your rates are based on	When your Annual Percentage Rate will change
P L C S	Quarterly Prime + margin previously disclosed to you Quarterly LIBOR + margin previously disclosed to you Quarterly CD + margin previously disclosed to you Bankcard Prime + margin previously disclosed to you	The first day of the billing periods that end in January, April, July and October.
D F G	Monthly Prime + margin previously disclosed to you Monthly LIBOR + margin previously disclosed to you Treasury LIBOR + margin previously disclosed to you	The first day of each monthly billing period.

**Are there Additional Fees associated with my account?** Yes, under certain circumstances, you may be assessed a Late or Returned Payment Fee. You may also be assessed overlimit fees if permitted by law. You will also be required to pay all of our actual collection expenses, attorneys' fees and court costs unless the law does not allow us to collect these amounts. We reserve the right to not assess fees without prior notice and without waiving our right to assess a similar fee later.

**What happens if my Account is Suspended?** We may close or suspend your account and your right to obtain credit at any time and for any reason, even if you are not in default. Account suspension can be permanent or temporary. If your account is closed or suspended you must 1) stop using your credit card and account, 2) cancel all automatic payments, 3) destroy all credit cards and access checks, and 4) pay all amounts you owe us, even if they were charged after the account was closed or suspended.

**How do I Make Payments?** Payments you mail us will be credited to your account as of the business day we receive them, as long as: 1) you send the bottom portion of this statement and your check in the enclosed remittance envelope, and 2) your payment is received in Capital One's processing centers by 5pm local time. Please allow at least seven (7) business days for mail delivery. Mailed Payments received by Capital One at any other location or in any other form may not be credited as of the day they are received.

**Do you Process Paper Checks as an Electronic Funds Transfer?** When you provide a check as payment, you authorize us and our agents either to use information from your check to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your deposit account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Your authorization is not limited by the date on the check. We may resubmit and electronically collect the returned payments.

**What if I file for Bankruptcy?** If you are entitled to bankruptcy protection, this communication is for information only, it is not an attempt to collect, assess or recover a debt or claim. Do not send us payments without speaking with your bankruptcy attorney or the Bankruptcy Court. If you have questions about your account or bankruptcy proceeding, please have your attorney contact us. If you or your attorney would like to contact our bankruptcy claims servicer directly, please contact: Capital One · PO Box 85167 · Richmond, VA 23285-5167

**BILLING RIGHTS SUMMARY (Does Not Apply to Small Business Accounts)**

**What To Do If You Think You Find A Mistake On Your Statement:** If you think there is an error on your statement, write to us at:  
Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285  
In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases.** If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true: 1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.) 2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify. 3. You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:  
Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

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Now that your account is **7 payments past due**, the changes detailed below will apply to your account.

Hopefully, these will make it easier for you to take control of your finances again.



Your balance is still due and we'll contact you soon (directly or through a collection agency) to discuss options for resolving your debt. **You are responsible for paying the full balance on your account** as well as any associated collections expenses, attorney fees and court costs unless the law does not allow us to collect these amounts, as provided in your customer agreement.

If we continue to send you statements, you'll now receive them quarterly instead of monthly. We may continue to report the status of your account to the credit bureaus, unless prohibited by law. We may also report when your account is paid off.

**Help is available.** We understand that it can be challenging to manage your finances. Here are three important facts about your account that may help make it easier for you to repay your balance:

- 1) No more compound interest:** This means that future interest charges will never accrue interest—making it easier to pay down your debt faster.
- 2) Highest interest balances are paid first:** Your payments will go toward the balance with the highest interest rate first—automatically saving you money whenever you make a payment.
- 3) Regular payments will resolve your debt:** Since your highest interest balances get paid first and your interest doesn't compound, making regular payments will get your balance paid.

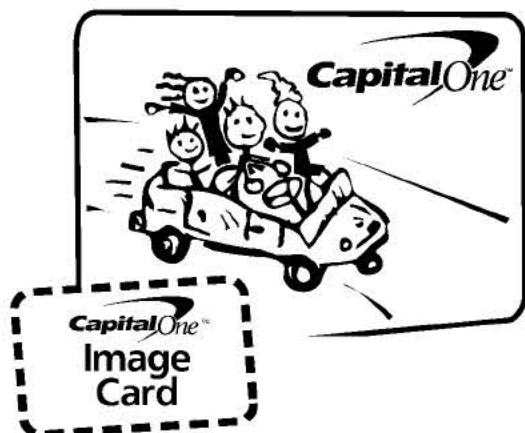
**Call 1-800-258-9319 to discuss your options.** And remember, you can check your balance and make payments online any time at [www.capitalone.com/solutions](http://www.capitalone.com/solutions).



**Help is available.** Just pick up the phone.

**Call 1-800-258-9319** and a specially trained agent will be happy to help you check your balance, make a payment and answer any questions you may have.





## Personalize Your Card—it's FREE.

You can use your favorite family photo or your child's painting to put a work of art in the palm of your hand.

Just visit [capitalone.com/imagecard](http://capitalone.com/imagecard).



Page 1 of 1 1-800-903-3637  
www.capitalone.com

Apr. 27 - May. 26, 2010 30 Days in Billing Cycle

### MASTERCARD PLATINUM

XXXX-XXXX-XXXX-3245

**NEW BALANCE**  
\$427.13

**MINIMUM PAYMENT**  
\$16.00

**DUE DATE**  
Jun 23, 2010



PLEASE PAY AT LEAST THIS AMOUNT

Credit Limit: \$500.00

Cash Credit Limit: \$500.00

Available Credit: \$72.87

Available Credit for Cash: \$72.87

**MINIMUM PAYMENT WARNING:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

Payment Amount Each Period If No Additional Charges Are Made	Approximate Time to Pay Off Statement Balance	Estimated Total Cost
Minimum Payment	5 Years	\$623.11
\$16.59	3 Years	\$597.31

Your estimated savings if you pay off this balance in 3 years: \$25.80

If you would like information about credit counseling services, call 1-888-326-8055.

**LATE PAYMENT WARNING:** If we do not receive your minimum payment by your due date, you may have to pay a \$39.00 late fee and your APRs may be increased up to the Penalty APR of 29.40%.

#### Previous Balance

\$438.74

#### Payments and Credits

\$20.00

#### Fees and Interest Charged

\$8.39

#### Transactions

\$0.00

#### New Balance

\$427.13

### TRANSACTIONS

#### PAYMENTS, CREDITS & ADJUSTMENTS FOR KIRK J NYBERG #3245

1 21 MAY ELECTRONIC PAYMENT (\$20.00)

#### FEES

Total Fees This Period \$0.00  
Total Fees This Year \$0.00

#### INTEREST CHARGED

INTEREST CHARGE: PURCHASES \$0.22  
INTEREST CHARGE: CASH \$1.31  
INTEREST CHARGE: SPECIAL PURCH \$6.86  
Total Interest This Period \$8.39  
Total Interest This Year \$44.06

Please note that in your newly revised Customer Agreement, issued in early 2010, the Arbitration Agreement has been removed.

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### INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	25.90% D	\$10.20	\$0.22
Cash	24.90% D	\$64.22	\$1.31
Special Purch	22.90% D	\$364.37	\$6.86

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO [WWW.CAPITALONE.COM](http://WWW.CAPITALONE.COM) TO MAKE YOUR PAYMENT ONLINE.

1 [REDACTED] 3245 26 0427130020000016008



Account Number: [REDACTED] 3245

Due Date

Jun 23, 2010

New Balance

\$427.13

Minimum Payment

\$16.00

Amount Enclosed

.

PLEASE PAY AT LEAST  
THIS AMOUNT

KIRK J NYBERG  
6965 NE RONLER WAY APT 1925  
HILLSBORO, OR 97124-7926



## GO PAPERLESS!

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400010

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P.O. Box 60599  
City of Industry, CA 91716-0599



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- 2) Upload your favorite image
- 3) Adjust, confirm and create your very own work of art

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26

**How can I avoid paying Interest Charges?** Each month you pay your "New Balance" in full, you will have a minimum grace period of 25 days with no interest charge on all new 1) purchases, 2) balance transfers, 3) special purchases and 4) other charges. If you have been paying your account in full with no interest charges applied and you do not pay your next bill in full, prorated interest charges will be assessed. There is no grace period on cash advances, special transfers, or on any new transaction when there is an unpaid balance from a previous bill.

**How is the Interest Charge applied?** Interest charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first calendar day of the billing period. Interest charges accrue on every unpaid amount until it is paid in full. This means you may owe interest charges even if you pay the entire "New Balance" one month, but did not do so for the previous month. Unpaid interest charges are added to the proper segment of your Account. However, we reserve the right to not assess interest charges at any time.

**Do you assess a Minimum Interest Charge?** Yes. A minimum INTEREST CHARGE of \$0.50 will be assessed for each billing period your account is subject to an interest charge.

**How did you Calculate the Interest Charge?** There are several calculations that are used to determine your total interest charge. 1. To get your Daily Balance: For each segment, 1) take the beginning balance and add in new transactions and the periodic interest charge on the previous day's balance. 2) Subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if you paid your previous month's balance in full (or if your balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. Also, transactions that are subject to a grace period are not added to the daily balances. 2. To find your Average Daily Balance: 1) add the daily balances together and 2) divide the sum by the number of days in the billing cycle. 3. Estimate your Total Interest Charge: 1) multiply your average daily balance by the daily periodic rate and 2) multiply the result by the number of days in the billing period. NOTE: Due to rounding or a minimum interest charge, this calculation may vary from the interest charge actually assessed.

**How can my variable Annual Percentage Rate (APR) change?** Your APR may increase or decrease based on one of seven standard indices reported in *The Wall Street Journal*. To find which index is used for your account, look for a code (P, L, C, S, D or F) on the front of this statement next to the APR(s). Then check the table below:

Code next to your Annual Percentage Rate (APR)	Index which your rates are based on	When your Annual Percentage Rate will change
P L C S	Quarterly Prime + margin previously disclosed to you Quarterly LIBOR + margin previously disclosed to you Quarterly CD + margin previously disclosed to you Bankcard Prime + margin previously disclosed to you	The first day of the billing periods that end in January, April, July and October.
D F G	Monthly Prime + margin previously disclosed to you Monthly LIBOR + margin previously disclosed to you Treasury LIBOR + margin previously disclosed to you	The first day of each monthly billing period.

**Are there Additional Fees associated with my account?** Yes, under certain circumstances, you may be assessed a Late or Returned Payment Fee. You may also be charged overlimit fees if permitted by law. We reserve the right to not assess fees without prior notice and without waiving our right to assess a similar fee later.

**How can I Close My Account?** You may close your account by calling or writing our Customer Relations Department. At that time, we will provide additional details including payment information. If you use your credit card or charges post to your account after you ask us to close it, we can keep your account open. To avoid paying any applicable membership fees, call to close your account prior to the end of the cycle in which it is scheduled to be billed.

**What happens if my Account is Suspended?** We may close or suspend your account and your right to obtain credit at any time and for any reason, even if you are not in default. Account suspension can be permanent or temporary. If your account is closed or suspended you must 1) stop using your credit card and account, 2) cancel all automatic payments, 3) destroy all credit cards and access checks, and 4) pay all amounts you owe us, even if they were charged after the account was closed or suspended.

**How do I Make Payments?** Payments you mail to us will be credited to your account as of the business day we receive it, as long as: 1) you send the bottom portion of this statement and your check in the enclosed remittance envelope, and 2) your payment is received in one of our processing centers by 5pm local time. Please allow at least (7) business days for mail delivery.

Mailed payments received by us at any other location or in any other form may not be credited as of the day we receive them.

**Do you Process Paper Checks as an Electronic Funds Transfer?** When you provide a check as payment, you authorize us and our agents either to use information from your check to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your deposit account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Your authorization is not limited by the date on the check. We may resubmit and electronically collect the returned payments.

**What if I file for Bankruptcy?** If you are entitled to bankruptcy protection, this communication is for information only, it is not an attempt to collect, assess or recover a debt or claim. Do not send us payments without speaking with your bankruptcy attorney or the Bankruptcy Court. If you or your attorney would like to contact our bankruptcy claims servicer directly, please contact: Capital One · PO Box 85167 · Richmond, VA 23285-5167

**BILLING RIGHTS SUMMARY** (Does Not Apply to Small Business Accounts)

**What To Do If You Think You Find A Mistake On Your Statement:** If you think there is an error on your statement, write to us at:  
Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285  
In your letter, give us the following information:  
· Account information: Your name and account number.  
· Dollar amount: The dollar amount of the suspected error.  
· Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.  
You must contact us within 60 days after the error appeared on your statement.  
You must notify us of any potential errors in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.  
While we investigate whether or not there has been an error, the following are true:  
· We cannot try to collect the amount in question, or report you as delinquent on that amount.  
· The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.  
· While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.  
· We can apply any unpaid amount against your credit limit.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases.** If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true: 1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.) 2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify. 3. You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:  
Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285  
While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

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TC-08  
05/01/10

Changing Address?

Address.....  
.....

Home Phone.....

Alternate Phone.....

E-mail  
Address.....

Please print address or phone number changes above using blue or black ink.



Not quite ready to make payments online?

No problem. Follow these simple steps to make sure we process your payments smoothly:

- Don't staple or paper clip your check to the payment slip.
- Be sure to use the payment envelope that came with your statement. *Using a different envelope could delay processing.*
- Please don't include any additional correspondence.
- Last but not least, be sure to write your 16-digit account number on your check.

Capital One



**Account alerts sent to your cell phone or email ...**  
keep you in the know.



Page 1 of 1 1-800-903-3637  
www.capitalone.com

Jan. 27 - Feb. 26, 2010 31 Days in Billing Cycle

**MASTERCARD PLATINUM**

XXXX-XXXX-XXXX-3245

**NEW BALANCE**
**\$461.64**
**MINIMUM PAYMENT**
**\$17.00**


PLEASE PAY AT LEAST THIS AMOUNT

**DUE DATE**
**Mar 23, 2010**

Credit Limit: \$500.00

Cash Credit Limit: \$500.00

Available Credit: \$38.36

Available Credit for Cash: \$38.36

**MINIMUM PAYMENT WARNING:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

Payment Amount Each Period If No Additional Charges Are Made	Approximate Time to Pay Off Statement Balance	Estimated Total Cost
Minimum Payment \$17.94	5 Years 3 Years	\$692.40 \$645.71

Your estimated savings if you pay off this balance in 3 years: **\$46.69**

If you would like information about credit counseling services, call 1-888-326-8055.

**LATE PAYMENT WARNING:** If we do not receive your minimum payment by your due date, you may have to pay a \$39.00 late fee and your APRs may be increased up to the Penalty APR of 29.40%.

**Previous Balance**
**\$472.41**
**Payments and Credits**
**\$20.00**
**Fees and Interest Charged**
**\$9.23**
**Transactions**
**\$0.00**
**New Balance**
**\$461.64**
**TRANSACTIONS**
**PAYMENTS, CREDITS & ADJUSTMENTS FOR KIRK J NYBERG #3245**

1 12 FEB ELECTRONIC PAYMENT (\$20.00)

**FEES**

 Total Fees This Period \$0.00  
Total Fees This Year \$0.00

**INTEREST CHARGED**

 INTEREST CHARGE: PURCHASES \$0.37  
INTEREST CHARGE: CASH \$1.28  
INTEREST CHARGE: SPECIAL PURCH \$7.58  
Total Interest This Period \$9.23  
Total Interest This Year \$18.57

## It's easy to set up your **FREE** account alerts:

First, "Log In" to Online Banking. Next, sign up by:

1. Clicking "Messaging and Alerts"
2. Clicking "Set Alerts"
3. Choosing the free alerts you'd like to receive

Your carrier may charge a fee for each text message alert you receive.

**INTEREST CHARGE CALCULATION**

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	25.90% D	\$16.88	\$0.37
Cash	24.90% D	\$60.41	\$1.28
Special Purch	22.90% D	\$389.92	\$7.58

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE.

1 [REDACTED] 3245 26 0461640020000017002


**Account Number:** [REDACTED] 3245

**Due Date**

Mar 23, 2010

**New Balance**

\$461.64

**Minimum Payment**

\$17.00

**Amount Enclosed**

.

PLEASE PAY AT LEAST  
THIS AMOUNT

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6965 NE RONLER WAY APT 1925  
HILLSBORO, OR 97124-7926



Capital One Bank (USA), N.A.  
P.O. Box 60599  
City of Industry, CA 91716-0599



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- 1. Payments – know when your payment has posted
- 2. Transaction amounts – know when purchases above your specified amount post
- 3. Foreign transactions – know when purchases are made outside the U.S.

\* Your carrier may charge a fee for each text message alert you receive.

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**How can I avoid paying Interest Charges?** Each month you pay your "New Balance" in full, you will have a minimum grace period of 25 days with no interest charge on all new 1) purchases, 2) balance transfers, 3) special purchases and 4) other charges. If you have been paying your account in full with no interest charges applied and you do not pay your next bill in full, prorated interest charges will be assessed. There is no grace period on cash advances, special transfers, or on any new transaction when there is an unpaid balance from a previous bill.

**How is the Interest Charge applied?** Interest charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first calendar day of the billing period. Interest charges accrue on every unpaid amount until it is paid in full. This means you may owe interest charges even if you pay the entire "New Balance" one month, but did not do so for the previous month. Unpaid interest charges are added to the proper segment of your Account. However, we reserve the right to not assess interest charges at any time.

**Do you assess a Minimum Interest Charge?** Yes. A minimum INTEREST CHARGE of \$0.50 will be assessed for each billing period your account is subject to an interest charge.

**How did you Calculate the Interest Charge?** There are several calculations that are used to determine your total interest charge. 1. To get your Daily Balance: For each segment, 1) take the beginning balance and add in new transactions and the periodic interest charge on the previous day's balance. 2) Subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if you paid your previous month's balance in full (or if your balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. Also, transactions that are subject to a grace period are not added to the daily balances. 2. To find your Average Daily Balance: 1) add the daily balances together and 2) divide the sum by the number of days in the billing cycle. 3. Estimate your Total Interest Charge: 1) multiply your average daily balance by the daily periodic rate and 2) multiply the result by the number of days in the billing period. NOTE: Due to rounding or a minimum interest charge, this calculation may vary from the interest charge actually assessed.

**How can my variable Annual Percentage Rate (APR) change?** Your APR may increase or decrease based on one of seven standard indices reported in The Wall Street Journal. To find which index is used for your account, look for a code (P, L, C, S, D or F) on the front of this statement next to the APR(s). Then check the table below:

Code next to your Annual Percentage Rate (APR)	Index which your rates are based on	When your Annual Percentage Rate will change
P L C S	Quarterly Prime + margin previously disclosed to you Quarterly LIBOR + margin previously disclosed to you Quarterly CD + margin previously disclosed to you Bankcard Prime + margin previously disclosed to you	The first day of the billing periods that end in January, April, July and October.
D F G	Monthly Prime + margin previously disclosed to you Monthly LIBOR + margin previously disclosed to you Treasury LIBOR + margin previously disclosed to you	The first day of each monthly billing period.

**Are there Additional Fees associated with my account?** Yes, under certain circumstances, you may be assessed a Late or Returned Payment Fee. You may also be assessed overlimit fees if you have chosen to accept them. We reserve the right to not assess fees without prior notice and without waiving our right to assess a similar fee later.

**How can I Close My Account?** You may close your account by calling or writing our Customer Relations Department. At that time, we will provide additional details including payment information. If you use your credit card or charges post to your account after you ask us to close it, we can keep your account open.

**What happens if my Account is Suspended?** We may close or suspend your account and your right to obtain credit at any time and for any reason, even if you are not in default. Account suspension can be permanent or temporary. If your account is closed or suspended you must 1) stop using your credit card and account, 2) cancel all automatic payments, 3) destroy all credit cards and access checks, and 4) pay all amounts you owe us, even if they were charged after the account was closed or suspended.

**How do I Make Payments?** Payments you mail to us will be credited to your account as of the business day we receive it, as long as: 1) you send the bottom portion of this statement and your check in the enclosed remittance envelope, and 2) your payment is received in one of our processing centers by 5pm local time. Please allow at least (7) business days for mail delivery.

Mailed payments received by us at any other location or in any other form may not be credited as of the day we receive them.

**Do you Process Paper Checks as an Electronic Funds Transfer?** When you provide a check as payment, you authorize us and our agents either to use information from your check to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your deposit account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Your authorization is not limited by the date on the check. We may resubmit and electronically collect the returned payments.

**What if I file for Bankruptcy?** If you are entitled to bankruptcy protection, this communication is for information only, it is not an attempt to collect, assess or recover a debt or claim. Do not send us payments without speaking with your bankruptcy attorney or the Bankruptcy Court. If you or your attorney would like to contact our bankruptcy claims servicer directly, please contact: Capital One · PO Box 85167 · Richmond, VA 23285-5167

**BILLING RIGHTS SUMMARY** (Does Not Apply to Small Business Accounts)

**What To Do If You Think You Find A Mistake On Your Statement:** If you think there is an error on your statement, write to us at:

Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us or notify us by website, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error, the following are true:
  - We cannot try to collect the amount in question, or report you as delinquent on that amount.
  - You do not need to pay any disputed amounts and related interest charges or fees until we send you a notice about the outcome of our investigation.
  - The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
  - While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
  - We can apply any unpaid amount against your credit limit.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases.** If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true: 1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.) 2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify. 3. You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

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TC-08  
01/30/10

Changing Address?

Address.....  
.....

Home Phone .....

Alternate Phone .....

E-mail  
Address.....

Please print address or phone number changes above using blue or black ink.



Not quite ready to make payments online?

No problem. Follow these simple steps to make sure we process your payments smoothly:

- Don't staple or paper clip your check to the payment slip.
- Be sure to use the payment envelope that came with your statement. *Using a different envelope could delay processing.*
- Please don't include any additional correspondence.
- Last but not least, be sure to write your 16-digit account number on your check.





Take control of your finances today!

Call 1-800-258-9319 to get up-to-date information about your account and make payments.

It's not too late. Call now to get started.



Page 1 of 1 1-800-258-9319  
www.capitalone.com/solutions

May. 26 - Aug. 25, 2011

MASTERCARD PLATINUM		3245
NEW BALANCE	PAYMENT DUE	DUE DATE
\$914.16	\$914.16	Past Due
Available Credit: \$0.00		

IMPORTANT ACCOUNT UPDATES  
Your full balance is due. Any payment you make will reduce your balance and help pay off your debt faster. The amount you owe may differ if you've entered into a separate payment agreement.

Previous Balance		Payments and Credits		Fees		Interest Charged		New Balance
\$872.85	-	\$0.00	+	\$0.00	+	\$41.31	=	\$914.16

TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR KIRK J NYBERG #3245

FEES			
		Total Fees This Period	\$0.00
		Total Fees This Year	\$70.00
INTEREST CHARGED			
1	25 JUN	INTEREST CHARGE	\$13.92
2	25 JUL	INTEREST CHARGE	\$13.47
3	25 AUG	INTEREST CHARGE	\$13.92
		Total Interest This Period	\$41.31
		Total Interest This Year	\$111.70

Help is Available.  
Just pick up the phone.



Call 1-800-258-9319 and a specially trained agent will be happy to help you check your balance and make payments.

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Interest Bearing	19.650%	\$834.06	\$41.31

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM/SOLUTIONS TO MAKE YOUR PAYMENT ONLINE

1 3245 25 0914160000000914164



Account Number: 3245

Due Date	New Balance	Amount Enclosed
Past Due	\$914.16	.

KIRK J NYBERG  
710 NW AUTUMNCREEK WAY  
APT 1925  
BEAVERTON, OR 97006-9008

Manage your  
account online.



Visit www.capitalone.com/solutions to manage your account online. Have information at your fingertips 24/7 without picking up the phone.

Capital One Bank (USA), N.A.  
P.O. BOX 71083  
CHARLOTTE, NC 28272-1083  
[Barcode]

**How is the Interest Charge applied?** Interest charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first calendar day of the billing period. Interest charges accrue on every unpaid amount until it is paid in full. However, we reserve the right to not assess interest charges at any time.

**How did you Calculate the Interest Charge?** There are several calculations that are used to determine your total interest charge. 1. To get your Daily Balance: 1) take the current balance from when your account charged-off. 2) For each day after, subtract the payments, credits, and adjustments as of that day. The result is the daily interest bearing balance. 2. To find your Average Daily Interest Bearing Balance: 1) add the daily interest bearing balances together and 2) divide the sum by the number of days the interest rate was in effect. 3. Estimate your Total Interest Charge: 1) multiply your average daily balance by the daily periodic rate and 2) multiply the result by the number of days the interest rate was in effect. NOTE: Due to rounding, balance adjustments, or returned payments, this calculation may vary from the interest charge actually assessed.

**Is the Payment Due a Payoff Amount?** No. All stated amounts are owed on the date of the statement. However, because interest, late charges and other charges might change from day to day as provided in your customer agreement, the amount due on the day you pay may be larger. For example, if you pay the amount stated in this statement, your account might still have a balance after your payment is received. Also note that the amount you owe may differ if you've entered into a separate payment arrangement. Please call the number on the front of the statement for an exact payoff amount.

**Are there Additional Fees associated with my account?** Yes, under certain circumstances, you may be assessed a Returned Payment Fee. You will also be required to pay us all of our actual collection expenses, attorneys' fees and court costs unless the law does not allow us to collect these amounts. We reserve the right to not assess fees without prior notice and without waiving our right to assess a similar fee later.

**How do I Make Payments?** Payments may be made in several ways: 1. Online by going to [www.capitalone.com](http://www.capitalone.com) and logging into your account 2. Telephone Voice Response System by dialing 1-800-955-7070 and following the voice prompts. When you make a phone payment through our voice response system, you authorize us to initiate an ACH or electronic payment that will be debited from your bank account. Funds may be withdrawn from your bank account as soon as the same day we process your payment. 3. Calling our telephone center number 1-800-955-7070 and providing your information to our call center representative. 4. Payments by mail should be sent to the mailing address provided on the bottom portion of this statement. Payments will be credited to your account:

- For online, or over the phone as of the business day we receive it as long as they are made by 5 PM ET
- For mailed payments as of the business day we receive it, as long as: 1) you send the bottom portion of this statement and your check in the enclosed remittance envelope, and 2) your payment is received in one of our processing centers by 5pm local time. Please allow at least (7) business days for mail delivery. Mailed payments received by us at any other location or in any other form may not be credited as of the day we receive them.

**Do you Process Paper Checks as an Electronic Funds Transfer?** Payments will be processed in one of two ways: When you provide a check or check information to make a payment, you authorize us or our agents to use the information to make a one time ACH transaction or other electronic fund transfer from your deposit account. We may also use the information to process the payment as a check transaction.

**What if I file for Bankruptcy?** If you are entitled to bankruptcy protection, this communication is for information only, it is not an attempt to collect, assess or recover a debt or claim. Do not send us payments without speaking with your bankruptcy attorney or the Bankruptcy Court. If you have questions about your account or bankruptcy proceeding, please have your attorney contact us. If you or your attorney would like to contact our bankruptcy claims servicer directly, please contact: Capital One   PO Box 30285   Salt Lake City, UT 84130-0285

**BILLING RIGHTS SUMMARY** *(Does Not Apply to Small Business Accounts)*

**What To Do If You Think You Find A Mistake On Your Statement:** If you think there is an error on your statement, write to us at:

Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error, the following are true:
  - We cannot try to collect the amount in question, or report you as delinquent on that amount.
  - You do not need to pay any disputed amounts and related interest charges or fees until we send you a notice about the outcome of our investigation.
  - The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases:** If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

1. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify. 2. You must not yet have fully paid for the purchase

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

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## Grow your savings faster with Direct Banking

### Why open a Direct Banking account?

Because it's online, we offer higher rates than many traditional branch banks do on many accounts.

- Get the growth and convenience of saving money online
- FDIC deposit insurance increased to \$250,000 (through 12/31/2013)
- Convenient 24/7 account access  
(Routine or unscheduled maintenance may impact accessibility.)

**capitalonedirect.com**



Page 1 of 1 1-800-903-3637  
www.capitalone.com

Feb. 27 - Mar. 26, 2010 28 Days in Billing Cycle

#### MASTERCARD PLATINUM

XXXX-XXXX-XXXX-3245

#### NEW BALANCE

\$449.84

#### MINIMUM PAYMENT

\$16.00

#### DUE DATE

Apr 23, 2010



PLEASE PAY AT LEAST THIS AMOUNT

Credit Limit: \$500.00

Cash Credit Limit: \$500.00

Available Credit: \$50.16

Available Credit for Cash: \$50.16

**MINIMUM PAYMENT WARNING:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

Payment Amount Each Period If No Additional Charges Are Made	Approximate Time to Pay Off Statement Balance	Estimated Total Cost
Minimum Payment \$17.48	5 Years	\$669.50
	3 Years	\$629.18

Your estimated savings if you pay off this balance in 3 years: \$40.32

If you would like information about credit counseling services, call 1-888-326-8055.

**LATE PAYMENT WARNING:** If we do not receive your minimum payment by your due date, you may have to pay a \$39.00 late fee and your APRs may be increased up to the Penalty APR of 29.40%.

#### Previous Balance

\$461.64

#### Payments and Credits

\$20.00

#### Fees and Interest Charged

\$8.20

#### Transactions

\$0.00

#### New Balance

\$449.84

#### TRANSACTIONS

##### PAYMENTS, CREDITS & ADJUSTMENTS FOR KIRK J NYBERG #3245

1 18 MAR ELECTRONIC PAYMENT (\$20.00)

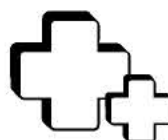
#### FEES

Total Fees This Period \$0.00  
Total Fees This Year \$0.00

#### INTEREST CHARGED

INTEREST CHARGE: PURCHASES \$0.32  
INTEREST CHARGE: CASH \$1.18  
INTEREST CHARGE: SPECIAL PURCH \$6.70  
Total Interest This Period \$8.20  
Total Interest This Year \$26.77

## InterestPlus Online Savings



- Great savings rate
- Quarterly Bonus on interest earned
- No fees

Learn more and open online at  
**capitalonedirect.com/interestplus** 300009

#### INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	25.90% D	\$16.27	\$0.32
Cash	24.90% D	\$61.64	\$1.18
Special Purch	22.90% D	\$381.26	\$6.70

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE.

1 [REDACTED] 3245 26 0449840020000016006



Account Number [REDACTED] 3245

Due Date

Apr 23, 2010

New Balance

\$449.84

Minimum Payment

\$16.00

Amount Enclosed

.

PLEASE PAY AT LEAST  
THIS AMOUNT

KIRK J NYBERG  
6965 NE RONLER WAY APT 1925  
HILLSBORO, OR 97124-7926



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money on stamps.

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Capital One Bank (USA), N.A.  
P.O. Box 60599  
City of Industry, CA 91716-0599



Please make checks payable to Capital One Bank (USA), N.A. and mail with this coupon in the enclosed envelope.



Convenient and secure certificates of deposit, money market and higher-interest savings accounts. Since you are banking “directly” with us, we can often offer higher money market and savings account rates than traditional branch banks.

How do I know my money is safe?

Unlike some investment options, your Capital One Direct Banking account is federally insured by the FDIC. For more information about how FDIC insurance protects your savings, visit [www.fdic.gov](http://www.fdic.gov).

capitalonedirect.com

These products and services are offered by Capital One Bank (USA), N.A., and Capital One, N.A., members FDIC.  
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26

**How can I avoid paying Interest Charges?** Each month you pay your "New Balance" in full, you will have a minimum grace period of 25 days with no interest charge on all new 1) purchases, 2) balance transfers, 3) special purchases and 4) other charges. If you have been paying your account in full with no interest charges applied and you do not pay your next bill in full, prorated interest charges will be assessed. There is no grace period on cash advances, special transfers, or on any new transaction when there is an unpaid balance from a previous bill.

**How is the Interest Charge applied?** Interest charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first calendar day of the billing period. Interest charges accrue on every unpaid amount until it is paid in full. This means you may owe interest charges even if you pay the entire "New Balance" one month, but did not do so for the previous month. Unpaid interest charges are added to the proper segment of your Account. However, we reserve the right to not assess interest charges at any time.

**Do you assess a Minimum Interest Charge?** Yes. A minimum INTEREST CHARGE of \$0.50 will be assessed for each billing period your account is subject to an interest charge.

**How did you Calculate the Interest Charge?** There are several calculations that are used to determine your total interest charge. 1. To get your Daily Balance: For each segment, 1) take the beginning balance and add in new transactions and the periodic interest charge on the previous day's balance. 2) Subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if you paid your previous month's balance in full (or if your balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. Also, transactions that are subject to a grace period are not added to the daily balances. 2. To find your Average Daily Balance: 1) add the daily balances together and 2) divide the sum by the number of days in the billing cycle. 3. Estimate your Total Interest Charge: 1) multiply your average daily balance by the daily periodic rate and 2) multiply the result by the number of days in the billing period. NOTE: Due to rounding or a minimum interest charge, this calculation may vary from the interest charge actually assessed.

**How can my variable Annual Percentage Rate (APR) change?** Your APR may increase or decrease based on one of seven standard indices reported in The Wall Street Journal. To find which index is used for your account, look for a code (P, L, C, S, D or F) on the front of this statement next to the APR(s). Then check the table below:

Code next to your Annual Percentage Rate (APR)	Index which your rates are based on	When your Annual Percentage Rate will change
P L C S	Quarterly Prime + margin previously disclosed to you Quarterly LIBOR + margin previously disclosed to you Quarterly CD + margin previously disclosed to you Bankcard Prime + margin previously disclosed to you	The first day of the billing periods that end in January, April, July and October.
D F G	Monthly Prime + margin previously disclosed to you Monthly LIBOR + margin previously disclosed to you Treasury LIBOR + margin previously disclosed to you	The first day of each monthly billing period.

**Are there Additional Fees associated with my account?** Yes, under certain circumstances, you may be assessed a Late or Returned Payment Fee. You may also be charged overlimit fees if permitted by law. We reserve the right to not assess fees without prior notice and without waiving our right to assess a similar fee later.

**How can I Close My Account?** You may close your account by calling or writing our Customer Relations Department. At that time, we will provide additional details including payment information. If you use your credit card or charges post to your account after you ask us to close it, we can keep your account open.

**What happens if my Account is Suspended?** We may close or suspend your account and your right to obtain credit at any time and for any reason, even if you are not in default. Account suspension can be permanent or temporary. If your account is closed or suspended you must 1) stop using your credit card and account, 2) cancel all automatic payments, 3) destroy all credit cards and access checks, and 4) pay all amounts you owe us, even if they were charged after the account was closed or suspended.

**How do I Make Payments?** Payments you mail to us will be credited to your account as of the business day we receive it, as long as: 1) you send the bottom portion of this statement and your check in the enclosed remittance envelope, and 2) your payment is received in one of our processing centers by 5pm local time. Please allow at least (7) business days for mail delivery.

Mailed payments received by us at any other location or in any other form may not be credited as of the day we receive them.

**Do you Process Paper Checks as an Electronic Funds Transfer?** When you provide a check as payment, you authorize us and our agents either to use information from your check to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your deposit account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Your authorization is not limited by the date on the check. We may resubmit and electronically collect the returned payments.

**What if I file for Bankruptcy?** If you are entitled to bankruptcy protection, this communication is for information only, it is not an attempt to collect, assess or recover a debt or claim. Do not send us payments without speaking with your bankruptcy attorney or the Bankruptcy Court. If you or your attorney would like to contact our bankruptcy claims servicer directly, please contact: Capital One · PO Box 85167 · Richmond, VA 23285-5167

**BILLING RIGHTS SUMMARY** (Does Not Apply to Small Business Accounts)

**What To Do If You Think You Find A Mistake On Your Statement:** If you think there is an error on your statement, write to us at:

Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us or notify us by website, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error, the following are true:
  - We cannot try to collect the amount in question, or report you as delinquent on that amount.
  - You do not need to pay any disputed amounts and related interest charges or fees until we send you a notice about the outcome of our investigation.
  - The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
  - While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
  - We can apply any unpaid amount against your credit limit.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases.** If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true: 1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.) 2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify. 3. You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

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TC-08  
03/01/10

Changing Address?

Address.....  
.....

Home Phone .....

Alternate Phone .....

E-mail  
Address.....

Please print address or phone number changes above using blue or black ink.



Not quite ready to make payments online?

No problem. Follow these simple steps to make sure we process your payments smoothly:

- Don't staple or paper clip your check to the payment slip.
- Be sure to use the payment envelope that came with your statement. *Using a different envelope could delay processing.*
- Please don't include any additional correspondence.
- Last but not least, be sure to write your 16-digit account number on your check.



KIRK J NYBERG

**YOU'RE BEHIND BY**

**2**

**PAYMENTS**

## LET'S TALK — WE'RE HERE TO HELP.

Sometimes unexpected expenses keep you from making your credit card payments. We understand. At Capital One®, we're here to help you keep your credit on track. Give us a call.

### Here are 3 easy ways to make a payment:

- Give one of our associates a call at 1.800.955.6600.
- Mail us the amount due on your statement.
- If you have Internet access, you can make a payment securely online by logging on to [www.capitalone.com](http://www.capitalone.com).

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Page 1 of 2 1-800-903-3637  
www.capitalone.com

Aug. 27 - Sep. 26, 2010 31 Days in Billing Cycle

Platinum MasterCard XXXX-XXXX-XXXX-3245		
NEW BALANCE	MINIMUM PAYMENT	DUE DATE
\$598.38	\$95.00	Oct 23, 2010
PLEASE PAY AT LEAST THIS AMOUNT		
Credit Limit: \$500.00	Cash Credit Limit: \$500.00	
Available Credit: \$0.00	Available Credit for Cash: \$0.00	

**MINIMUM PAYMENT WARNING:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

Payment Amount Each Period If No Additional Charges Are Made	Approximate Time to Pay Off Statement Balance	Estimated Total Cost
Minimum Payment	8 Years	\$1,270

If you would like information about credit counseling services, call 1-888-326-8055.

**LATE PAYMENT WARNING:** If we do not receive your minimum payment by your due date, you may have to pay a late fee of up to \$35.00 and your APRs may be increased up to the Penalty APR of 29.40%.

Previous Balance	Payments and Credits	Fees and Interest Charged	Transactions	New Balance
\$513.76	\$0.00	\$84.62	\$0.00	\$598.38

You're behind by two payments. Let's talk. If you're having financial difficulties and can't make your minimum payment - we want to help. Let's work together to find a solution.

#### TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR KIRK J NYBERG #3245

#### FEES

1	23 SEP	PAST DUE FEE	\$25.00
2	25 SEP	CAPITAL ONE MEMBER FEE	\$49.00
Total Fees This Period			\$74.00
Total Fees This Year			\$90.00

#### INTEREST CHARGED

INTEREST CHARGE: PURCHASES	\$2.42
INTEREST CHARGE: CASH	\$1.48
INTEREST CHARGE: SPECIAL PURCH	\$6.72
Total Interest This Period	\$10.62
Total Interest This Year	\$80.34

Transactions continue on page 2

**Help is Available.**  
Just pick up the phone.



Call 1-800-955-6600 and a specially trained agent will be happy to help you check your balance and make payments.

#### INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	25.90% D	\$109.88	\$2.42
Cash	24.90% D	\$69.82	\$1.48
Special Purch	22.90% D	\$345.49	\$6.72

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO [WWW.CAPITALONE.COM](http://WWW.CAPITALONE.COM) TO MAKE YOUR PAYMENT ONLINE.

1 [REDACTED] 3245 26 0598380020000095006



Account Number [REDACTED] 3245

Due Date

New Balance

Minimum Payment

Amount Enclosed

Oct 23, 2010

\$598.38

\$95.00

.

PLEASE PAY AT LEAST  
THIS AMOUNT

KIRK J NYBERG  
6965 NE RONLER WAY APT 1925  
HILLSBORO, OR 97124-7926



### Take advantage. Take control.

Manage your account online  
at [www.capitalone.com](http://www.capitalone.com)

- Make payments
- Review account information
- Manage your account in privacy



400006

Capital One Bank (USA), N.A.  
P.O. Box 60599  
City of Industry, CA 91716-0599



Please make checks payable to Capital One Bank (USA), N.A. and mail with this coupon in the enclosed envelope.



**How can I avoid paying Interest Charges?** Each month you pay your "New Balance" in full, you will have a minimum grace period of 25 days with no interest charge on all new 1) purchases, 2) balance transfers, 3) special purchases and 4) other charges. If you have been paying your account in full with no interest charges applied and you do not pay your next bill in full, prorated interest charges will be assessed. There is no grace period on cash advances, special transfers, or on any new transaction when there is an unpaid balance from a previous bill.

**How is the Interest Charge applied?** Interest charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first calendar day of the billing period. Interest charges accrue on every unpaid amount until it is paid in full. This means you may owe interest charges even if you pay the entire "New Balance" one month, but did not do so for the previous month. Unpaid interest charges are added to the proper segment of your Account. However, we reserve the right to not assess interest charges at any time.

**Do you assess a Minimum Interest Charge?** Yes. A minimum INTEREST CHARGE of \$0.50 will be assessed for each billing period your account is subject to an interest charge.

**How did you Calculate the Interest Charge?** There are several calculations that are used to determine your total interest charge. 1. To get your Daily Balance: For each segment, 1) take the beginning balance and add in new transactions and the periodic interest charge on the previous day's balance. 2) Subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if you paid your previous month's balance in full (or if your balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. Also, transactions that are subject to a grace period are not added to the daily balances. 2. To find your Average Daily Balance: 1) add the daily balances together and 2) divide the sum by the number of days in the billing cycle. 3. Estimate your Total Interest Charge: 1) multiply your average daily balance by the daily periodic rate and 2) multiply the result by the number of days in the billing period. NOTE: Due to rounding or a minimum interest charge, this calculation may vary from the interest charge actually assessed.

**How can my variable Annual Percentage Rate (APR) change?** Your APR may increase or decrease based on one of seven standard indices reported in *The Wall Street Journal*. To find which index is used for your account, look for a code (P, L, C, S, D or F) on the front of this statement next to the APR(s). Then check the table below:

Code next to your Annual Percentage Rate (APR)	Index which your rates are based on	When your Annual Percentage Rate will change
P L C S	Quarterly Prime + margin previously disclosed to you Quarterly LIBOR + margin previously disclosed to you Quarterly CD + margin previously disclosed to you Bankcard Prime + margin previously disclosed to you	The first day of the billing periods that end in January, April, July and October.
D F G	Monthly Prime + margin previously disclosed to you Monthly LIBOR + margin previously disclosed to you Treasury LIBOR + margin previously disclosed to you	The first day of each monthly billing period.

**Are there Additional Fees associated with my account?** Yes, under certain circumstances, you may be assessed a Late or Returned Payment Fee. You may also be charged overlimit fees if permitted by law. We reserve the right to not assess fees without prior notice and without waiving our right to assess a similar fee later.

**How can I Close My Account?** You may close your account by calling or writing our Customer Relations Department. At that time, we will provide additional details including payment information. If you use your credit card or charges post to your account after you ask us to close it, we can keep your account open. To avoid paying any applicable membership fees, call to close your account prior to the end of the cycle in which it is scheduled to be billed.

**What happens if my Account is Suspended?** We may close or suspend your account and your right to obtain credit at any time and for any reason, even if you are not in default. Account suspension can be permanent or temporary. If your account is closed or suspended you must 1) stop using your credit card and account, 2) cancel all automatic payments, 3) destroy all credit cards and access checks, and 4) pay all amounts you owe us, even if they were charged after the account was closed or suspended.

**How do I Make Payments?** Payments you mail to us will be credited to your account as of the business day we receive it, as long as: 1) you send the bottom portion of this statement and your check in the enclosed remittance envelope, and 2) your payment is received in one of our processing centers by 5pm local time. Please allow at least (7) business days for mail delivery.

Mailed payments received by us at any other location or in any other form may not be credited as of the day we receive them.

**Do you Process Paper Checks as an Electronic Funds Transfer?** When you provide a check as payment, you authorize us and our agents either to use information from your check to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your deposit account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Your authorization is not limited by the date on the check. We may resubmit and electronically collect the returned payments.

**What if I file for Bankruptcy?** If you are entitled to bankruptcy protection, this communication is for information only, it is not an attempt to collect, assess or recover a debt or claim. Do not send us payments without speaking with your bankruptcy attorney or the Bankruptcy Court. If you or your attorney would like to contact our bankruptcy claims servicer directly, please contact: Capital One · PO Box 85167 · Richmond, VA 23285-5167

**BILLING RIGHTS SUMMARY** (Does Not Apply to Small Business Accounts)

**What To Do If You Think You Find A Mistake On Your Statement:** If you think there is an error on your statement, write to us at:  
Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285  
In your letter, give us the following information:  
· **Account information:** Your name and account number.  
· **Dollar amount:** The dollar amount of the suspected error.  
· **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.  
You must contact us within 60 days after the error appeared on your statement.  
You must notify us of any potential errors in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.  
While we investigate whether or not there has been an error, the following are true:  
· We cannot try to collect the amount in question, or report you as delinquent on that amount.  
· The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.  
· While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.  
· We can apply any unpaid amount against your credit limit.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases.** If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true: 1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.) 2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify. 3. You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:  
Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285  
While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Capital One supports information privacy protection: see our website at [www.capitalone.com](http://www.capitalone.com)  
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Changing Address?

Address.....  
.....

Home Phone .....  
Alternate Phone .....

E-mail  
Address.....

Please print address or phone number changes above using blue or black ink.



Not quite ready to make payments online?

No problem. Follow these simple steps to make sure we process your payments smoothly:

- Don't staple or paper clip your check to the payment slip.
- Be sure to use the payment envelope that came with your statement. *Using a different envelope could delay processing.*
- Please don't include any additional correspondence.
- Last but not least, be sure to write your 16-digit account number on your check.



# Take Control with Online Statements

## Managing your account online is easy:

- Check your balance and view recent activity
- View and print copies of past statements
- Pay your bill online

Sign up at: [www.capitalone.com](http://www.capitalone.com)



Page 2 of 2 1-800-903-3637  
[www.capitalone.com](http://www.capitalone.com)

Aug. 27 - Sep. 26, 2010 31 Days in Billing Cycle

Platinum MasterCard			XXXX-XXXX-XXXX-3245
NEW BALANCE	MINIMUM PAYMENT	DUE DATE	
\$598.38	\$95.00	Oct 23, 2010	

Credit Limit:	\$500.00
Available Credit:	\$0.00
Cash Credit Limit:	\$500.00
Available Credit for Cash:	\$0.00

Previous Balance		Payments and Credits		Fees and Interest Charged		Transactions		New Balance
\$513.76	-	\$0.00	+	\$84.62	+	\$0.00	=	\$598.38

### TRANSACTIONS CONTINUED

You were assessed a past due fee because your minimum payment was not received by the due date. To avoid this fee in the future, we recommend that you allow at least 7 business days for your minimum payment to reach Capital One.



# IT'S STILL NOT TOO LATE.

KIRK J NYBERG

Your account is unusable. Please pay the amount due on your statement by the due date. Remember we're here to help!

**YOU'RE BEHIND BY**  
**5**  
**PAYMENTS**

Let's work together to find a solution that's right for you.

You can make a payment with our free check by phone service or speak to an associate by calling 1.800.955.6600.

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Page 1 of 2 1-800-903-3637  
www.capitalone.com

Nov. 27 - Dec. 26, 2010 30 Days in Billing Cycle

## Platinum MasterCard

XXXX-XXXX-XXXX-3245

### NEW BALANCE

\$732.46

### MINIMUM PAYMENT

\$261.00

### DUE DATE

Jan 23, 2011



PLEASE PAY AT LEAST THIS AMOUNT

Credit Limit: \$500.00

Cash Credit Limit: \$500.00

Available Credit: \$0.00

Available Credit for Cash: \$0.00

**MINIMUM PAYMENT WARNING:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

Payment Amount Each Period If No Additional Charges Are Made	Approximate Time to Pay Off Statement Balance	Estimated Total Cost
--	---	----------------------

Minimum Payment	8 Years	\$1,366
-----------------	---------	---------

If you would like information about credit counseling services, call 1-888-326-8055.

**LATE PAYMENT WARNING:** If we do not receive your minimum payment by your due date, you may have to pay a late fee of up to \$35.00 and your APRs may be increased up to the Penalty APR of 29.40%.

### Previous Balance

\$683.63

### Payments and Credits

\$0.00

### Fees and Interest Charged

\$48.83

### Transactions

\$0.00

### New Balance

\$732.46

You're behind by five payments. If you continue to miss payments your account is at risk of being charged off. Please don't let this happen. If you're feeling overwhelmed, call us at 1.800.955.6600. We'll work with you to resolve this matter.

### TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR KIRK J NYBERG #3245

### FEES

1	23 DEC	PAST DUE FEE	\$35.00
Total Fees This Period			\$35.00
Total Fees This Year			\$185.00

### INTEREST CHARGED

INTEREST CHARGE: PURCHASES	\$5.42
INTEREST CHARGE: CASH	\$1.52
INTEREST CHARGE: SPECIAL PURCH	\$6.89
Total Interest This Period	\$13.83
Total Interest This Year	\$119.42

Transactions continue on page 2

**Help is Available.**  
Just pick up the phone.



Call 1-800-955-6600 and a specially trained agent will be happy to help you check your balance and make payments.

### INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	25.90% D	\$254.69	\$5.42
Cash	24.90% D	\$74.32	\$1.52
Special Purch	22.90% D	\$365.89	\$6.89

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE.

1 [REDACTED] 3245 26 0732460020000261001



Account Number [REDACTED] 3245

Due Date

Jan 23, 2011

New Balance

\$732.46

Minimum Payment

\$261.00

Amount Enclosed

.

PLEASE PAY AT LEAST  
THIS AMOUNT

KIRK J NYBERG  
6965 NE RONLER WAY APT 1925  
HILLSBORO, OR 97124-7926



**Take advantage. Take control.**

Manage your account online  
at [www.capitalone.com](http://www.capitalone.com)

- Make payments
- Review account information
- Manage your account in privacy



400006

Capital One Bank (USA), N.A.  
P.O. Box 60599  
City of Industry, CA 91716-0599



Please make checks payable to Capital One Bank (USA), N.A. and mail with this coupon in the enclosed envelope.



**How can I avoid paying Interest Charges?** Each month you pay your "New Balance" in full, you will have a minimum grace period of 25 days with no interest charge on all new 1) purchases, 2) balance transfers, 3) special purchases and 4) other charges. If you have been paying your account in full with no interest charges applied and you do not pay your next bill in full, prorated interest charges will be assessed. There is no grace period on cash advances, special transfers, or on any new transaction when there is an unpaid balance from a previous bill.

**How is the Interest Charge applied?** Interest charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first calendar day of the billing period. Interest charges accrue on every unpaid amount until it is paid in full. This means you may owe interest charges even if you pay the entire "New Balance" one month, but did not do so for the previous month. Unpaid interest charges are added to the proper segment of your Account. However, we reserve the right to not assess interest charges at any time.

**Do you assess a Minimum Interest Charge?** Yes. A minimum INTEREST CHARGE of \$0.50 will be assessed for each billing period your account is subject to an interest charge.

**How did you Calculate the Interest Charge?** There are several calculations that are used to determine your total interest charge. 1. To get your Daily Balance: For each segment, 1) take the beginning balance and add in new transactions and the periodic interest charge on the previous day's balance. 2) Subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if you paid your previous month's balance in full (or if your balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. Also, transactions that are subject to a grace period are not added to the daily balances. 2. To find your Average Daily Balance: 1) add the daily balances together and 2) divide the sum by the number of days in the billing cycle. 3. Estimate your Total Interest Charge: 1) multiply your average daily balance by the daily periodic rate and 2) multiply the result by the number of days in the billing period. NOTE: Due to rounding or a minimum interest charge, this calculation may vary from the interest charge actually assessed.

**How can my variable Annual Percentage Rate (APR) change?** Your APR may increase or decrease based on one of seven standard indices reported in *The Wall Street Journal*. To find which index is used for your account, look for a code (P, L, C, S, D or F) on the front of this statement next to the APR(s). Then check the table below:

Code next to your Annual Percentage Rate (APR)	Index which your rates are based on	When your Annual Percentage Rate will change
P L C S	Quarterly Prime + margin previously disclosed to you Quarterly LIBOR + margin previously disclosed to you Quarterly CD + margin previously disclosed to you Bankcard Prime + margin previously disclosed to you	The first day of the billing periods that end in January, April, July and October.
D F G	Monthly Prime + margin previously disclosed to you Monthly LIBOR + margin previously disclosed to you Treasury LIBOR + margin previously disclosed to you	The first day of each monthly billing period.

**Are there Additional Fees associated with my account?** Yes, under certain circumstances, you may be assessed a Late or Returned Payment Fee. You may also be charged overlimit fees if permitted by law. We reserve the right to not assess fees without prior notice and without waiving our right to assess a similar fee later.

**How can I Close My Account?** You may close your account by calling or writing our Customer Relations Department. At that time, we will provide additional details including payment information. If you use your credit card or charges post to your account after you ask us to close it, we can keep your account open. To avoid paying any applicable membership fees, call to close your account prior to the end of the cycle in which it is scheduled to be billed.

**What happens if my Account is Suspended?** We may close or suspend your account and your right to obtain credit at any time and for any reason, even if you are not in default. Account suspension can be permanent or temporary. If your account is closed or suspended you must 1) stop using your credit card and account, 2) cancel all automatic payments, 3) destroy all credit cards and access checks, and 4) pay all amounts you owe us, even if they were charged after the account was closed or suspended.

**How do I Make Payments?** Payments you mail to us will be credited to your account as of the business day we receive it, as long as: 1) you send the bottom portion of this statement and your check in the enclosed remittance envelope, and 2) your payment is received in one of our processing centers by 5pm local time. Please allow at least (7) business days for mail delivery.

Mailed payments received by us at any other location or in any other form may not be credited as of the day we receive them.

**Do you Process Paper Checks as an Electronic Funds Transfer?** When you provide a check as payment, you authorize us and our agents either to use information from your check to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your deposit account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Your authorization is not limited by the date on the check. We may resubmit and electronically collect the returned payments.

**What if I file for Bankruptcy?** If you are entitled to bankruptcy protection, this communication is for information only, it is not an attempt to collect, assess or recover a debt or claim. Do not send us payments without speaking with your bankruptcy attorney or the Bankruptcy Court. If you or your attorney would like to contact our bankruptcy claims servicer directly, please contact: Capital One · PO Box 85167 · Richmond, VA 23285-5167

**BILLING RIGHTS SUMMARY** (Does Not Apply to Small Business Accounts)

**What To Do If You Think You Find A Mistake On Your Statement:** If you think there is an error on your statement, write to us at:  
Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285  
In your letter, give us the following information:  
· Account information: Your name and account number.  
· Dollar amount: The dollar amount of the suspected error.  
· Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.  
You must contact us within 60 days after the error appeared on your statement.  
You must notify us of any potential errors in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.  
While we investigate whether or not there has been an error, the following are true:  
· We cannot try to collect the amount in question, or report you as delinquent on that amount.  
· The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.  
· While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.  
· We can apply any unpaid amount against your credit limit.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases.** If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true: 1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.) 2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify. 3. You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:  
Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285  
While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Capital One supports information privacy protection: see our website at [www.capitalone.com](http://www.capitalone.com)  
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Changing Address?

Address .....  
.....  
  
Home Phone .....  
Alternate Phone .....  
E-mail  
Address .....

Please print address or phone number changes above using blue or black ink.



Not quite ready to make payments online?

No problem. Follow these simple steps to make sure we process your payments smoothly:

- Don't staple or paper clip your check to the payment slip.
- Be sure to use the payment envelope that came with your statement. *Using a different envelope could delay processing.*
- Please don't include any additional correspondence.
- Last but not least, be sure to write your 16-digit account number on your check.



# Take Control with Online Statements

## Managing your account online is easy:

- Check your balance and view recent activity
- View and print copies of past statements
- Pay your bill online

Sign up at: [www.capitalone.com](http://www.capitalone.com)



Page 2 of 2 1-800-903-3637  
[www.capitalone.com](http://www.capitalone.com)

Nov. 27 - Dec. 26, 2010 30 Days in Billing Cycle

Platinum MasterCard			XXXX-XXXX-XXXX-3245
NEW BALANCE	MINIMUM PAYMENT	DUE DATE	
\$732.46	\$261.00	Jan 23, 2011	

Credit Limit:	\$500.00
Available Credit:	\$0.00
Cash Credit Limit:	\$500.00
Available Credit for Cash:	\$0.00

Previous Balance		Payments and Credits		Fees and Interest Charged		Transactions		New Balance
\$683.63	-	\$0.00	+	\$48.83	+	\$0.00	=	\$732.46

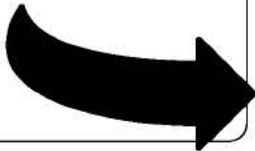
### TRANSACTIONS CONTINUED

You were assessed a past due fee because your minimum payment was not received by the due date. To avoid this fee in the future, we recommend that you allow at least 7 business days for your minimum payment to reach Capital One.



Your account works differently now  
that you're 7 payments late.

Please see the next page for important account information.



Page 1 of 2 1-800-258-9319  
www.capitalone.com/solutions

Jan. 27 - Feb. 26, 2011 31 Days in Billing Cycle

Platinum MasterCard

3245

NEW BALANCE	PAYMENT DUE	DUE DATE
\$834.25	\$834.25	PAST DUE

Available Credit: \$0.00

IMPORTANT ACCOUNT UPDATES

Your full balance is due. Any payment you make will reduce your balance and help pay off your debt faster. The amount you owe may differ if you've entered into a separate payment agreement.

Previous Balance		Payments and Credits		Fees and Interest Charged		Transactions		New Balance
\$782.79	-	\$0.00	+	\$51.46	+	\$0.00	=	\$834.25

TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR KIRK J NYBERG #3245

FEES

1	23 FEB	PAST DUE FEE	\$35.00
Total Fees This Period			\$35.00
Total Fees This Year			\$70.00

INTEREST CHARGED

INTEREST CHARGE: PURCHASES	\$7.42
INTEREST CHARGE: CASH	\$1.64
INTEREST CHARGE: SPECIAL PURCH	\$7.40
Total Interest This Period	\$16.46
Total Interest This Year	\$31.79

Help is Available.  
Just pick up the phone.



Call 1-800-258-9319 and a specially trained agent will be happy to help you check your balance and make payments.

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	25.90% D	\$337.41	\$7.42
Cash	24.90% D	\$77.50	\$1.64
Special Purch	22.90% D	\$380.28	\$7.40

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM/SOLUTIONS TO MAKE YOUR PAYMENT ONLINE.

1 [REDACTED] 3245 26 0834250020000834252



Account Number [REDACTED] 3245

Due Date	New Balance	Amount Enclosed
Past Due	\$834.25	.

Manage your  
account online.



Visit [www.capitalone.com/solutions](http://www.capitalone.com/solutions) to manage your account online. Have information at your fingertips 24/7 without picking up the phone.

400004

KIRK J NYBERG  
6965 NE RONLER WAY APT 1925  
HILLSBORO, OR 97124-7926



Capital One Bank (USA), N.A.  
P.O. Box 60599  
City of Industry, CA 91716-0599



**How can I avoid paying Interest Charges?** Each month you pay your "New Balance" in full, you will have a minimum grace period of 25 days with no interest charge on all new 1) purchases, 2) balance transfers, 3) special purchases and 4) other charges. If you have been paying your account in full with no interest charges applied and you do not pay your next bill in full, prorated interest charges will be assessed. There is no grace period on cash advances, special transfers, or on any new transaction when there is an unpaid balance from a previous bill.

**How is the Interest Charge applied?** Interest charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first calendar day of the billing period. Interest charges accrue on every unpaid amount until it is paid in full. This means you may owe interest charges even if you pay the entire "New Balance" one month, but did not do so for the previous month. Unpaid interest charges are added to the proper segment of your Account. However, we reserve the right to not assess interest charges at any time.

**Do you assess a Minimum Interest Charge?** Yes. A minimum INTEREST CHARGE of \$0.50 will be assessed for each billing period your account is subject to an interest charge.

**How did you Calculate the Interest Charge?** There are several calculations that are used to determine your total interest charge. 1. To get your Daily Balance: For each segment, 1) take the beginning balance and add in new transactions and the periodic interest charge on the previous day's balance. 2) Subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if you paid your previous month's balance in full (or if your balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. Also, transactions that are subject to a grace period are not added to the daily balances. 2. To find your Average Daily Balance: 1) add the daily balances together and 2) divide the sum by the number of days in the billing cycle. 3. Estimate your Total Interest Charge: 1) multiply your average daily balance by the daily periodic rate and 2) multiply the result by the number of days in the billing period. NOTE: Due to rounding or a minimum interest charge, this calculation may vary from the interest charge actually assessed.

**Is the "Payment Due" a Payoff Amount?** No. All stated amounts are owed on the date of the statement. However, because interest, late charges and other charges might change from day to day as provided in your customer agreement, the amount due on the day you pay may be larger. For example, if you pay the amount stated in this statement, your account might still have a balance after your payment is received. Also note that the amount you owe may differ if you've entered into a separate payment arrangement. Please call the number on the front of the statement for an exact payoff amount.

**How can my variable Annual Percentage Rate (APR) change?** Your APR may increase or decrease based on one of seven standard indices reported in *The Wall Street Journal*. To find which index is used for your account, look for a code (P, L, C, S, D or F) on the front of this statement next to the APR(s). Then check the table below:

Code next to your Annual Percentage Rate (APR)	Index which your rates are based on	When your Annual Percentage Rate will change
P L C S	Quarterly Prime + margin previously disclosed to you Quarterly LIBOR + margin previously disclosed to you Quarterly CD + margin previously disclosed to you Bankcard Prime + margin previously disclosed to you	The first day of the billing periods that end in January, April, July and October.
D F G	Monthly Prime + margin previously disclosed to you Monthly LIBOR + margin previously disclosed to you Treasury LIBOR + margin previously disclosed to you	The first day of each monthly billing period.

**Are there Additional Fees associated with my account?** Yes, under certain circumstances, you may be assessed a Late or Returned Payment Fee. You may also be assessed overlimit fees if permitted by law. You will also be required to pay all of our actual collection expenses, attorneys' fees and court costs unless the law does not allow us to collect these amounts. We reserve the right to not assess fees without prior notice and without waiving our right to assess a similar fee later.

**What happens if my Account is Suspended?** We may close or suspend your account and your right to obtain credit at any time and for any reason, even if you are not in default. Account suspension can be permanent or temporary. If your account is closed or suspended you must 1) stop using your credit card and account, 2) cancel all automatic payments, 3) destroy all credit cards and access checks, and 4) pay all amounts you owe us, even if they were charged after the account was closed or suspended.

**How do I Make Payments?** Payments you mail us will be credited to your account as of the business day we receive them, as long as: 1) you send the bottom portion of this statement and your check in the enclosed remittance envelope, and 2) your payment is received in Capital One's processing centers by 5pm local time. Please allow at least seven (7) business days for mail delivery. Mailed Payments received by Capital One at any other location or in any other form may not be credited as of the day they are received.

**Do you Process Paper Checks as an Electronic Funds Transfer?** When you provide a check as payment, you authorize us and our agents either to use information from your check to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your deposit account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Your authorization is not limited by the date on the check. We may resubmit and electronically collect the returned payments.

**What if I file for Bankruptcy?** If you are entitled to bankruptcy protection, this communication is for information only, it is not an attempt to collect, assess or recover a debt or claim. Do not send us payments without speaking with your bankruptcy attorney or the Bankruptcy Court. If you have questions about your account or bankruptcy proceeding, please have your attorney contact us. If you or your attorney would like to contact our bankruptcy claims servicer directly, please contact: Capital One · PO Box 85167 · Richmond, VA 23285-5167

**BILLING RIGHTS SUMMARY (Does Not Apply to Small Business Accounts)**

**What To Do If You Think You Find A Mistake On Your Statement:** If you think there is an error on your statement, write to us at:  
Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases.** If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true: 1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.) 2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify. 3. You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:  
Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Capital One supports information privacy protection: see our website at [www.capitalone.com](http://www.capitalone.com)  
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Now that your account is **7 payments past due**, the changes detailed below will apply to your account.

Hopefully, these will make it easier for you to take control of your finances again.



Your balance is still due and we'll contact you soon (directly or through a collection agency) to discuss options for resolving your debt. **You are responsible for paying the full balance on your account** as well as any associated collections expenses, attorney fees and court costs unless the law does not allow us to collect these amounts, as provided in your customer agreement.

If we continue to send you statements, you'll now receive them quarterly instead of monthly. We may continue to report the status of your account to the credit bureaus, unless prohibited by law. We may also report when your account is paid off.

**Help is available.** We understand that it can be challenging to manage your finances. Here are three important facts about your account that may help make it easier for you to repay your balance:

- 1) No more compound interest:** This means that future interest charges will never accrue interest—making it easier to pay down your debt faster.
- 2) Highest interest balances are paid first:** Your payments will go toward the balance with the highest interest rate first—automatically saving you money whenever you make a payment.
- 3) Regular payments will resolve your debt:** Since your highest interest balances get paid first and your interest doesn't compound, making regular payments will get your balance paid.

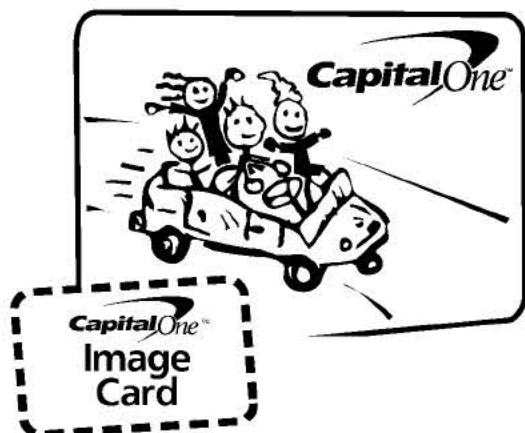
**Call 1-800-258-9319 to discuss your options.** And remember, you can check your balance and make payments online any time at [www.capitalone.com/solutions](http://www.capitalone.com/solutions).



**Help is available.** Just pick up the phone.

**Call 1-800-258-9319** and a specially trained agent will be happy to help you check your balance, make a payment and answer any questions you may have.





## Personalize Your Card—it's FREE.

You can use your favorite family photo or your child's painting to put a work of art in the palm of your hand.

Just visit [capitalone.com/imagecard](http://capitalone.com/imagecard).



Page 1 of 1 1-800-903-3637  
www.capitalone.com

Apr. 27 - May. 26, 2010 30 Days in Billing Cycle

### MASTERCARD PLATINUM

XXXX-XXXX-XXXX-3245

#### NEW BALANCE

\$427.13

#### MINIMUM PAYMENT

\$16.00

#### DUE DATE

Jun 23, 2010



PLEASE PAY AT LEAST THIS AMOUNT

Credit Limit: \$500.00

Cash Credit Limit: \$500.00

Available Credit: \$72.87

Available Credit for Cash: \$72.87

**MINIMUM PAYMENT WARNING:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

Payment Amount Each Period If No Additional Charges Are Made	Approximate Time to Pay Off Statement Balance	Estimated Total Cost
Minimum Payment	5 Years	\$623.11
\$16.59	3 Years	\$597.31

Your estimated savings if you pay off this balance in 3 years: \$25.80

If you would like information about credit counseling services, call 1-888-326-8055.

**LATE PAYMENT WARNING:** If we do not receive your minimum payment by your due date, you may have to pay a \$39.00 late fee and your APRs may be increased up to the Penalty APR of 29.40%.

#### Previous Balance

\$438.74

#### Payments and Credits

\$20.00

#### Fees and Interest Charged

\$8.39

#### Transactions

\$0.00

#### New Balance

\$427.13

### TRANSACTIONS

#### PAYMENTS, CREDITS & ADJUSTMENTS FOR KIRK J NYBERG #3245

1 21 MAY ELECTRONIC PAYMENT (\$20.00)

#### FEES

Total Fees This Period \$0.00  
Total Fees This Year \$0.00

#### INTEREST CHARGED

INTEREST CHARGE: PURCHASES \$0.22  
INTEREST CHARGE: CASH \$1.31  
INTEREST CHARGE: SPECIAL PURCH \$6.86  
Total Interest This Period \$8.39  
Total Interest This Year \$44.06

Please note that in your newly revised Customer Agreement, issued in early 2010, the Arbitration Agreement has been removed.

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Just visit [capitalone.com/imagecard](http://capitalone.com/imagecard).

300012

### INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	25.90% D	\$10.20	\$0.22
Cash	24.90% D	\$64.22	\$1.31
Special Purch	22.90% D	\$364.37	\$6.86

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO [WWW.CAPITALONE.COM](http://WWW.CAPITALONE.COM) TO MAKE YOUR PAYMENT ONLINE.

1 [REDACTED] 3245 26 0427130020000016008



Account Number: [REDACTED] 3245

#### Due Date

Jun 23, 2010

#### New Balance

\$427.13

#### Minimum Payment

\$16.00

#### Amount Enclosed

.

PLEASE PAY AT LEAST  
THIS AMOUNT

KIRK J NYBERG  
6965 NE RONLER WAY APT 1925  
HILLSBORO, OR 97124-7926



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400010

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City of Industry, CA 91716-0599



Please make checks payable to Capital One Bank (USA), N.A. and mail with this coupon in the enclosed envelope.



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- 1) Log in to your account at www.capitalone.com/imagecard
- 2) Upload your favorite image
- 3) Adjust, confirm and create your very own work of art

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26

**How can I avoid paying Interest Charges?** Each month you pay your "New Balance" in full, you will have a minimum grace period of 25 days with no interest charge on all new 1) purchases, 2) balance transfers, 3) special purchases and 4) other charges. If you have been paying your account in full with no interest charges applied and you do not pay your next bill in full, prorated interest charges will be assessed. There is no grace period on cash advances, special transfers, or on any new transaction when there is an unpaid balance from a previous bill.

**How is the Interest Charge applied?** Interest charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first calendar day of the billing period. Interest charges accrue on every unpaid amount until it is paid in full. This means you may owe interest charges even if you pay the entire "New Balance" one month, but did not do so for the previous month. Unpaid interest charges are added to the proper segment of your Account. However, we reserve the right to not assess interest charges at any time.

**Do you assess a Minimum Interest Charge?** Yes. A minimum INTEREST CHARGE of \$0.50 will be assessed for each billing period your account is subject to an interest charge.

**How did you Calculate the Interest Charge?** There are several calculations that are used to determine your total interest charge. 1. To get your Daily Balance: For each segment, 1) take the beginning balance and add in new transactions and the periodic interest charge on the previous day's balance. 2) Subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if you paid your previous month's balance in full (or if your balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. Also, transactions that are subject to a grace period are not added to the daily balances. 2. To find your Average Daily Balance: 1) add the daily balances together and 2) divide the sum by the number of days in the billing cycle. 3. Estimate your Total Interest Charge: 1) multiply your average daily balance by the daily periodic rate and 2) multiply the result by the number of days in the billing period. NOTE: Due to rounding or a minimum interest charge, this calculation may vary from the interest charge actually assessed.

**How can my variable Annual Percentage Rate (APR) change?** Your APR may increase or decrease based on one of seven standard indices reported in *The Wall Street Journal*. To find which index is used for your account, look for a code (P, L, C, S, D or F) on the front of this statement next to the APR(s). Then check the table below:

Code next to your Annual Percentage Rate (APR)	Index which your rates are based on	When your Annual Percentage Rate will change
P L C S	Quarterly Prime + margin previously disclosed to you Quarterly LIBOR + margin previously disclosed to you Quarterly CD + margin previously disclosed to you Bankcard Prime + margin previously disclosed to you	The first day of the billing periods that end in January, April, July and October.
D F G	Monthly Prime + margin previously disclosed to you Monthly LIBOR + margin previously disclosed to you Treasury LIBOR + margin previously disclosed to you	The first day of each monthly billing period.

**Are there Additional Fees associated with my account?** Yes, under certain circumstances, you may be assessed a Late or Returned Payment Fee. You may also be charged overlimit fees if permitted by law. We reserve the right to not assess fees without prior notice and without waiving our right to assess a similar fee later.

**How can I Close My Account?** You may close your account by calling or writing our Customer Relations Department. At that time, we will provide additional details including payment information. If you use your credit card or charges post to your account after you ask us to close it, we can keep your account open. To avoid paying any applicable membership fees, call to close your account prior to the end of the cycle in which it is scheduled to be billed.

**What happens if my Account is Suspended?** We may close or suspend your account and your right to obtain credit at any time and for any reason, even if you are not in default. Account suspension can be permanent or temporary. If your account is closed or suspended you must 1) stop using your credit card and account, 2) cancel all automatic payments, 3) destroy all credit cards and access checks, and 4) pay all amounts you owe us, even if they were charged after the account was closed or suspended.

**How do I Make Payments?** Payments you mail to us will be credited to your account as of the business day we receive it, as long as: 1) you send the bottom portion of this statement and your check in the enclosed remittance envelope, and 2) your payment is received in one of our processing centers by 5pm local time. Please allow at least (7) business days for mail delivery.

Mailed payments received by us at any other location or in any other form may not be credited as of the day we receive them.

**Do you Process Paper Checks as an Electronic Funds Transfer?** When you provide a check as payment, you authorize us and our agents either to use information from your check to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your deposit account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Your authorization is not limited by the date on the check. We may resubmit and electronically collect the returned payments.

**What if I file for Bankruptcy?** If you are entitled to bankruptcy protection, this communication is for information only, it is not an attempt to collect, assess or recover a debt or claim. Do not send us payments without speaking with your bankruptcy attorney or the Bankruptcy Court. If you or your attorney would like to contact our bankruptcy claims servicer directly, please contact: Capital One · PO Box 85167 · Richmond, VA 23285-5167

**BILLING RIGHTS SUMMARY** (Does Not Apply to Small Business Accounts)

**What To Do If You Think You Find A Mistake On Your Statement:** If you think there is an error on your statement, write to us at:  
Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285  
In your letter, give us the following information:  
· **Account information:** Your name and account number.  
· **Dollar amount:** The dollar amount of the suspected error.  
· **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.  
You must contact us within 60 days after the error appeared on your statement.  
You must notify us of any potential errors in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.  
While we investigate whether or not there has been an error, the following are true:  
· We cannot try to collect the amount in question, or report you as delinquent on that amount.  
· The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.  
· While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.  
· We can apply any unpaid amount against your credit limit.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases.** If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true: 1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.) 2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify. 3. You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:  
Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285  
While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

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TC-08  
05/01/10

Changing Address?

Address.....  
.....

Home Phone.....

Alternate Phone.....

E-mail  
Address.....

Please print address or phone number changes above using blue or black ink.



Not quite ready to make payments online?

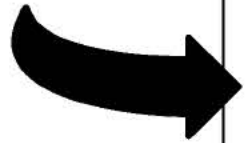
No problem. Follow these simple steps to make sure we process your payments smoothly:

- Don't staple or paper clip your check to the payment slip.
- Be sure to use the payment envelope that came with your statement. *Using a different envelope could delay processing.*
- Please don't include any additional correspondence.
- Last but not least, be sure to write your 16-digit account number on your check.






**Account alerts sent to your cell phone or email ...**  
keep you in the know.



Page 1 of 1 1-800-903-3637  
www.capitalone.com

Jan. 27 - Feb. 26, 2010 31 Days in Billing Cycle

#### MASTERCARD PLATINUM

XXXX-XXXX-XXXX-3245

#### NEW BALANCE

\$461.64

#### MINIMUM PAYMENT

\$17.00

#### DUE DATE

Mar 23, 2010



PLEASE PAY AT LEAST THIS AMOUNT

Credit Limit: \$500.00

Cash Credit Limit: \$500.00

Available Credit: \$38.36

Available Credit for Cash: \$38.36

**MINIMUM PAYMENT WARNING:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

Payment Amount Each Period If No Additional Charges Are Made	Approximate Time to Pay Off Statement Balance	Estimated Total Cost
Minimum Payment \$17.94	5 Years 3 Years	\$692.40 \$645.71

Your estimated savings if you pay off this balance in 3 years: \$46.69

If you would like information about credit counseling services, call 1-888-326-8055.

**LATE PAYMENT WARNING:** If we do not receive your minimum payment by your due date, you may have to pay a \$39.00 late fee and your APRs may be increased up to the Penalty APR of 29.40%.

#### Previous Balance

\$472.41

#### Payments and Credits

\$20.00

#### Fees and Interest Charged

\$9.23

#### Transactions

\$0.00

#### New Balance

\$461.64

#### TRANSACTIONS

##### PAYMENTS, CREDITS & ADJUSTMENTS FOR KIRK J NYBERG #3245

1 12 FEB ELECTRONIC PAYMENT (\$20.00)

#### FEES

Total Fees This Period \$0.00  
Total Fees This Year \$0.00

#### INTEREST CHARGED

INTEREST CHARGE: PURCHASES \$0.37  
INTEREST CHARGE: CASH \$1.28  
INTEREST CHARGE: SPECIAL PURCH \$7.58  
Total Interest This Period \$9.23  
Total Interest This Year \$18.57

## It's easy to set up your **FREE** account alerts:

First, "Log In" to Online Banking. Next, sign up by:

1. Clicking "Messaging and Alerts"
2. Clicking "Set Alerts"
3. Choosing the free alerts you'd like to receive

Your carrier may charge a fee for each text message alert you receive.

#### INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	25.90% D	\$16.88	\$0.37
Cash	24.90% D	\$60.41	\$1.28
Special Purch	22.90% D	\$389.92	\$7.58

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE.

1 [REDACTED] 3245 26 0461640020000017002



Account Number: [REDACTED] 3245

#### Due Date

Mar 23, 2010

#### New Balance

\$461.64

#### Minimum Payment

\$17.00

#### Amount Enclosed

.

PLEASE PAY AT LEAST  
THIS AMOUNT

## GREEN FACT!

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13 people that go paperless.

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Capital One Bank (USA), N.A.  
P.O. Box 60599  
City of Industry, CA 91716-0599



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Get free account alerts sent to your cell phone or e-mail, including:

- 1. Payments – know when your payment has posted
- 2. Transaction amounts – know when purchases above your specified amount post
- 3. Foreign transactions – know when purchases are made outside the U.S.

\* Your carrier may charge a fee for each text message alert you receive.

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**How can I avoid paying Interest Charges?** Each month you pay your "New Balance" in full, you will have a minimum grace period of 25 days with no interest charge on all new 1) purchases, 2) balance transfers, 3) special purchases and 4) other charges. If you have been paying your account in full with no interest charges applied and you do not pay your next bill in full, prorated interest charges will be assessed. There is no grace period on cash advances, special transfers, or on any new transaction when there is an unpaid balance from a previous bill.

**How is the Interest Charge applied?** Interest charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first calendar day of the billing period. Interest charges accrue on every unpaid amount until it is paid in full. This means you may owe interest charges even if you pay the entire "New Balance" one month, but did not do so for the previous month. Unpaid interest charges are added to the proper segment of your Account. However, we reserve the right to not assess interest charges at any time.

**Do you assess a Minimum Interest Charge?** Yes. A minimum INTEREST CHARGE of \$0.50 will be assessed for each billing period your account is subject to an interest charge.

**How did you Calculate the Interest Charge?** There are several calculations that are used to determine your total interest charge. 1. To get your Daily Balance: For each segment, 1) take the beginning balance and add in new transactions and the periodic interest charge on the previous day's balance. 2) Subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if you paid your previous month's balance in full (or if your balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. Also, transactions that are subject to a grace period are not added to the daily balances. 2. To find your Average Daily Balance: 1) add the daily balances together and 2) divide the sum by the number of days in the billing cycle. 3. Estimate your Total Interest Charge: 1) multiply your average daily balance by the daily periodic rate and 2) multiply the result by the number of days in the billing period. NOTE: Due to rounding or a minimum interest charge, this calculation may vary from the interest charge actually assessed.

**How can my variable Annual Percentage Rate (APR) change?** Your APR may increase or decrease based on one of seven standard indices reported in The Wall Street Journal. To find which index is used for your account, look for a code (P, L, C, S, D or F) on the front of this statement next to the APR(s). Then check the table below:

Code next to your Annual Percentage Rate (APR)	Index which your rates are based on	When your Annual Percentage Rate will change
P L C S	Quarterly Prime + margin previously disclosed to you Quarterly LIBOR + margin previously disclosed to you Quarterly CD + margin previously disclosed to you Bankcard Prime + margin previously disclosed to you	The first day of the billing periods that end in January, April, July and October.
D F G	Monthly Prime + margin previously disclosed to you Monthly LIBOR + margin previously disclosed to you Treasury LIBOR + margin previously disclosed to you	The first day of each monthly billing period.

**Are there Additional Fees associated with my account?** Yes, under certain circumstances, you may be assessed a Late or Returned Payment Fee. You may also be assessed overlimit fees if you have chosen to accept them. We reserve the right to not assess fees without prior notice and without waiving our right to assess a similar fee later.

**How can I Close My Account?** You may close your account by calling or writing our Customer Relations Department. At that time, we will provide additional details including payment information. If you use your credit card or charges post to your account after you ask us to close it, we can keep your account open.

**What happens if my Account is Suspended?** We may close or suspend your account and your right to obtain credit at any time and for any reason, even if you are not in default. Account suspension can be permanent or temporary. If your account is closed or suspended you must 1) stop using your credit card and account, 2) cancel all automatic payments, 3) destroy all credit cards and access checks, and 4) pay all amounts you owe us, even if they were charged after the account was closed or suspended.

**How do I Make Payments?** Payments you mail to us will be credited to your account as of the business day we receive it, as long as: 1) you send the bottom portion of this statement and your check in the enclosed remittance envelope, and 2) your payment is received in one of our processing centers by 5pm local time. Please allow at least (7) business days for mail delivery.

Mailed payments received by us at any other location or in any other form may not be credited as of the day we receive them.

**Do you Process Paper Checks as an Electronic Funds Transfer?** When you provide a check as payment, you authorize us and our agents either to use information from your check to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your deposit account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Your authorization is not limited by the date on the check. We may resubmit and electronically collect the returned payments.

**What if I file for Bankruptcy?** If you are entitled to bankruptcy protection, this communication is for information only, it is not an attempt to collect, assess or recover a debt or claim. Do not send us payments without speaking with your bankruptcy attorney or the Bankruptcy Court. If you or your attorney would like to contact our bankruptcy claims servicer directly, please contact: Capital One · PO Box 85167 · Richmond, VA 23285-5167

**BILLING RIGHTS SUMMARY** (Does Not Apply to Small Business Accounts)

**What To Do If You Think You Find A Mistake On Your Statement:** If you think there is an error on your statement, write to us at:  
Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285  
In your letter, give us the following information:  
· Account information: Your name and account number.  
· Dollar amount: The dollar amount of the suspected error.  
· Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us or notify us by website, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error, the following are true:  
· We cannot try to collect the amount in question, or report you as delinquent on that amount.  
· You do not need to pay any disputed amounts and related interest charges or fees until we send you a notice about the outcome of our investigation.  
· The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.  
· While you do not have to pay the amount in question, you are responsible for the remainder of your balance.  
· We can apply any unpaid amount against your credit limit.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases.** If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true: 1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.) 2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify. 3. You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:  
Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285  
While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

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TC-08  
01/30/10

Changing Address?

Address.....  
.....

Home Phone .....

Alternate Phone .....

E-mail  
Address.....

Please print address or phone number changes above using blue or black ink.



Not quite ready to make payments online?

No problem. Follow these simple steps to make sure we process your payments smoothly:

- Don't staple or paper clip your check to the payment slip.
- Be sure to use the payment envelope that came with your statement. *Using a different envelope could delay processing.*
- Please don't include any additional correspondence.
- Last but not least, be sure to write your 16-digit account number on your check.



Take control of your finances today!

Call 1-800-258-9319 to get up-to-date information about your account and make payments.

It's not too late. Call now to get started.



Page 1 of 1 1-800-258-9319  
www.capitalone.com/solutions

May. 26 - Aug. 25, 2011

MASTERCARD PLATINUM		3245
NEW BALANCE	PAYMENT DUE	DUE DATE
\$914.16	\$914.16	Past Due
Available Credit: \$0.00		

IMPORTANT ACCOUNT UPDATES  
Your full balance is due. Any payment you make will reduce your balance and help pay off your debt faster. The amount you owe may differ if you've entered into a separate payment agreement.

Previous Balance		Payments and Credits		Fees		Interest Charged		New Balance
\$872.85	-	\$0.00	+	\$0.00	+	\$41.31	=	\$914.16

TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR KIRK J NYBERG #3245

FEES			
		Total Fees This Period	\$0.00
		Total Fees This Year	\$70.00
INTEREST CHARGED			
1	25 JUN	INTEREST CHARGE	\$13.92
2	25 JUL	INTEREST CHARGE	\$13.47
3	25 AUG	INTEREST CHARGE	\$13.92
		Total Interest This Period	\$41.31
		Total Interest This Year	\$111.70

Help is Available.  
Just pick up the phone.



Call 1-800-258-9319 and a specially trained agent will be happy to help you check your balance and make payments.

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Interest Bearing	19.650%	\$834.06	\$41.31

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM/SOLUTIONS TO MAKE YOUR PAYMENT ONLINE

1 3245 25 0914160000000914164



Account Number: 3245

Due Date	New Balance	Amount Enclosed
Past Due	\$914.16	.

KIRK J NYBERG  
710 NW AUTUMNCREEK WAY  
APT 1925  
BEAVERTON, OR 97006-9008

Manage your  
account online.



Visit www.capitalone.com/solutions to manage your account online. Have information at your fingertips 24/7 without picking up the phone.

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P.O. BOX 71083  
CHARLOTTE, NC 28272-1083  
[Barcode]



**How is the Interest Charge applied?** Interest charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first calendar day of the billing period. Interest charges accrue on every unpaid amount until it is paid in full. However, we reserve the right to not assess interest charges at any time.

**How did you Calculate the Interest Charge?** There are several calculations that are used to determine your total interest charge. 1. To get your Daily Balance: 1) take the current balance from when your account charged-off. 2) For each day after, subtract the payments, credits, and adjustments as of that day. The result is the daily interest bearing balance. 2. To find your Average Daily Interest Bearing Balance: 1) add the daily interest bearing balances together and 2) divide the sum by the number of days the interest rate was in effect. 3. Estimate your Total Interest Charge: 1) multiply your average daily balance by the daily periodic rate and 2) multiply the result by the number of days the interest rate was in effect. NOTE: Due to rounding, balance adjustments, or returned payments, this calculation may vary from the interest charge actually assessed.

**Is the Payment Due a Payoff Amount?** No. All stated amounts are owed on the date of the statement. However, because interest, late charges and other charges might change from day to day as provided in your customer agreement, the amount due on the day you pay may be larger. For example, if you pay the amount stated in this statement, your account might still have a balance after your payment is received. Also note that the amount you owe may differ if you've entered into a separate payment arrangement. Please call the number on the front of the statement for an exact payoff amount.

**Are there Additional Fees associated with my account?** Yes, under certain circumstances, you may be assessed a Returned Payment Fee. You will also be required to pay us all of our actual collection expenses, attorneys' fees and court costs unless the law does not allow us to collect these amounts. We reserve the right to not assess fees without prior notice and without waiving our right to assess a similar fee later.

**How do I Make Payments?** Payments may be made in several ways: 1. Online by going to [www.capitalone.com](http://www.capitalone.com) and logging into your account 2. Telephone Voice Response System by dialing 1-800-955-7070 and following the voice prompts. When you make a phone payment through our voice response system, you authorize us to initiate an ACH or electronic payment that will be debited from your bank account. Funds may be withdrawn from your bank account as soon as the same day we process your payment. 3. Calling our telephone center number 1-800-955-7070 and providing your information to our call center representative. 4. Payments by mail should be sent to the mailing address provided on the bottom portion of this statement. Payments will be credited to your account:

- For online, or over the phone as of the business day we receive it as long as they are made by 5 PM ET
- For mailed payments as of the business day we receive it, as long as: 1) you send the bottom portion of this statement and your check in the enclosed remittance envelope, and 2) your payment is received in one of our processing centers by 5pm local time. Please allow at least (7) business days for mail delivery. Mailed payments received by us at any other location or in any other form may not be credited as of the day we receive them.

**Do you Process Paper Checks as an Electronic Funds Transfer?** Payments will be processed in one of two ways: When you provide a check or check information to make a payment, you authorize us or our agents to use the information to make a one time ACH transaction or other electronic fund transfer from your deposit account. We may also use the information to process the payment as a check transaction.

**What if I file for Bankruptcy?** If you are entitled to bankruptcy protection, this communication is for information only, it is not an attempt to collect, assess or recover a debt or claim. Do not send us payments without speaking with your bankruptcy attorney or the Bankruptcy Court. If you have questions about your account or bankruptcy proceeding, please have your attorney contact us. If you or your attorney would like to contact our bankruptcy claims servicer directly, please contact: Capital One   PO Box 30285   Salt Lake City, UT 84130-0285

**BILLING RIGHTS SUMMARY** *(Does Not Apply to Small Business Accounts)*

**What To Do If You Think You Find A Mistake On Your Statement:** If you think there is an error on your statement, write to us at:

Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error, the following are true:
  - We cannot try to collect the amount in question, or report you as delinquent on that amount.
  - You do not need to pay any disputed amounts and related interest charges or fees until we send you a notice about the outcome of our investigation.
  - The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases:** If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

1. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify. 2. You must not yet have fully paid for the purchase

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

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Coming in February

**A monthly statement with new clarity and changes for the better.****Now that's a statement worth learning about.**Preview at [capitalone.com/new-statement/](http://capitalone.com/new-statement/)

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$471.55	-\$25.00	+\$9.34	+\$16.52	\$472.41	\$18.00	Feb. 20, 2010

Dec. 27, 2009 — Jan. 26, 2010 Page 1 of 1



PLEASE PAY AT LEAST THIS AMOUNT

**MasterCard Platinum Account**

[REDACTED] 3245

**Your Account Information**

TOTAL CREDIT LINE	\$500.00
TOTAL AVAILABLE CREDIT	\$27.59
CREDIT LINE FOR CASH	\$500.00
AVAILABLE CREDIT FOR CASH	\$27.59

\*Renewal Notice - See both sides of the first page of this statement for important renewal information related to your account.

**Payments, Credits & Adjustments**

1	14 JAN	ELECTRONIC PAYMENT	\$25.00-
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**Transactions**

2	09 JAN	WALGREENS #6831	Q03 HILLSBORO OR	\$4.22
3	10 JAN	WALGREENS #6831	Q03 HILLSBORO OR	\$4.22
4	11 JAN	WALGREENS #6831	Q03 HILLSBORO OR	\$3.86
5	12 JAN	WALGREENS #6831	Q03 HILLSBORO OR	\$4.22

**Finance Charges** (Please see reverse for important information)

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$8.84	0.07096% D	25.90%	\$0.19
Cash	\$59.15	0.06822% D	24.90%	\$1.25
Special Purch	\$406.38	0.06274% D	22.90%	\$7.90

**ANNUAL PERCENTAGE RATE** applied this period: **23.63%****At Your Service** - Go to [www.capitalone.com](http://www.capitalone.com) to manage your account, or Call: 1-800-903-3637 to report a lost or stolen card or speak to Customer Relations**Pay Online** at [www.capitalone.com](http://www.capitalone.com) or mail your payment to: Capital One Bank (USA), N.A. • P.O. Box 60599 • City of Industry, CA 91716-0599**Send Inquiries to:**  
Capital One P.O. Box 30285 • Salt Lake City, UT 84130-0285**Have a question about a charge on your statement?**  
Please refer to the Billing Rights Summary on the back of your statement or visit [www.capitalone.com/disputes](http://www.capitalone.com/disputes)PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO [WWW.CAPITALONE.COM](http://WWW.CAPITALONE.COM) TO MAKE YOUR PAYMENT ONLINE.

1 [REDACTED] 3245 26 0472410025000018001

**Account Number:** [REDACTED] 3245

Due Date

New Balance

Minimum Payment

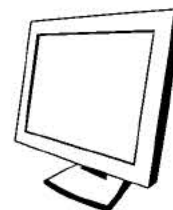
Amount Enclosed

Feb. 20, 2010

\$472.41

\$18.00

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PLEASE PAY AT LEAST  
THIS AMOUNT**PAPERLESS STATEMENTS**Stop waiting for the mailman.  
**View up to 13 months**  
of statements anytime-online.Sign up at [www.capitalone.com](http://www.capitalone.com)

#9002797048459515#

KIRK J NYBERG  
6965 NE RONLER WAY APT 1925  
HILLSBORO, OR 97124-7926Capital One Bank (USA), N.A.  
P.O. Box 60599  
City of Industry, CA 91716-0599

Please make checks payable to Capital One Bank (USA), N.A. and mail with this coupon in the enclosed envelope.

1. How to Avoid a Finance Charge.

- a. **Grace Period.** You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your payment due date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."
- b. **Accruing Finance Charge.** Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the payment due date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.
- c. **Minimum Finance Charge.** For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed.
- d. **Temporary Reduction in Finance Charges.** We reserve the right to not assess any or all finance charges for any given billing period.

2. Average Daily Balance (Including New Purchases) .

Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions, which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis or due to minimum finance charge assessment, there may be a variance between this calculation and the amount of finance charge actually assessed.

3. Annual Percentage Rates (APR) .

- a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.
- b. If the code P (Quarterly Prime), L (Quarterly LIBOR), C (Quarterly CD), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in The Wall Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months of January, April, July and October.
- c. If the code D (Monthly Prime), F (Monthly LIBOR), or G (Treasury LIBOR) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in The Wall Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.

4. Assessment of Late, Overlimit and Returned Payment Fees.

Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.

5. Membership Fee and Renewing Your Account.

If a membership fee appears on this statement, we will credit the fee if you request to close your account within 30 days of the mailing of this statement. You may continue to use the account during the 30 day period before your request. If you do not pay all charges owed on this account with in 90 days, or if you use your credit card or account after you request to close, any membership fee previously waived may be reinstated to your account.

6. Closing or Suspending Your Account.

You may request that your account be closed by calling or writing our Customer Relations Department. At the time of your request, we will provide you with additional details on closing your account. This may include payment information. If you use your credit card or charges post to your account after you ask us to close your account, we can keep your account open or reopen it. We may close or suspend your account and your right to obtain credit. We may do this at any time and for any reason, even if you are not in default. A suspension of your account can be permanent or temporary. If your account is closed or suspended, you must stop using your credit card and account. You must also cancel all preauthorized billing arrangements to the account. We will not do this for you. If we close or permanently suspend your account, you must also destroy all credit cards and account access checks. You must still pay all amounts you owe us on the account, even if they were charged after your account is closed or suspended.

7. Making Payments.

Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3pm ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays.

8. Notice About Electronic Check Conversion.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your deposit account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Your authorization is not limited by the date on the check. We may resubmit and electronically collect returned payments.

9. Bankruptcy.

If you are entitled to bankruptcy protections for your account, this communication is only for informational purposes. It is not an attempt to collect, assess or recover a debt or claim. Do not send any payments directly to us without speaking with your bankruptcy attorney or the Bankruptcy Court. If you want to contact us about your account or your bankruptcy proceeding, please have your attorney contact us.

†BILLING RIGHTS SUMMARY

(In Case of Errors or Questions about Your Bill)

If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number or notify us by email or website, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

† Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.

† Does not apply to business accounts

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Changing Address?

Address .....

Home Phone .....

Alternate Phone .....

E-mail  
Address .....

Please print address or phone number changes above using blue or black ink.



Not quite ready to make payments online?

No problem. Follow these simple steps to make sure we process your payments smoothly:

- Don't staple or paper clip your check to the payment slip.
- Be sure to use the payment envelope that came with your statement. *Using a different envelope could delay processing.*
- Please don't include any additional correspondence.
- Last but not least, be sure to write your 16-digit account number on your check.



KIRK J NYBERG

**important information about your account**

Enclosed is a revised Customer Agreement.  
Please keep this new document for your records  
as it replaces your previous Customer Agreement  
as of February 22, 2010.



At Capital One,<sup>®</sup> we are committed to providing you with honest and open communications regarding your account with us. Over the past year, there have been many regulatory changes that have impacted the credit card industry and our customers.

We are enclosing a copy of your new Customer Agreement which contains important updates related to the terms of your account. Many of these changes are the result of the Credit Card Act of 2009 and recent changes to the Truth in Lending Act.

Please read the entire document carefully so you'll fully understand your rights and responsibilities as a cardholder. As you read, please pay particular attention to the following sections, as they have changed since the last time you received your Customer Agreement:

- Interest Charges and Fees
- Mailed Payments
- How We Apply Your Payments
- Communications
- Changes to Your Agreement

Thank you for choosing Capital One. We appreciate having you as a valued customer and look forward to serving you for many years to come.



**Have questions about how all the new laws and legislation  
affect you and your credit card account?**

Find answers in our easy-to-read "Guide to the Credit Card Act" at  
[capitalone.com/financialeducation](http://capitalone.com/financialeducation)



**Please send questions or concerns related to the enclosed Agreement to:**

Capital One Bank (USA), N.A.  
P.O. Box 30285  
Salt Lake City, UT 84130-0285

We cannot process your payment if mailed to this address.

Our federal banking regulator is the Office of the Comptroller of the Currency.



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FDIC**

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### Why open a Direct Banking account?

Because it's online, we offer higher rates than many traditional branch banks do on many accounts.

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- Convenient 24/7 account access  
(Routine or unscheduled maintenance may impact accessibility.)

[capitalonedirect.com](http://capitalonedirect.com)
**Capital One**  
Direct Banking

Page 1 of 1 1-800-903-3637  
[www.capitalone.com](http://www.capitalone.com)

May. 27 - Jun. 26, 2010 31 Days in Billing Cycle

**MASTERCARD PLATINUM**

XXXX-XXXX-XXXX-3245

**NEW BALANCE**
**\$433.79**
**MINIMUM PAYMENT**
**\$16.00**
**DUE DATE**
**Jul 23, 2010**


PLEASE PAY AT LEAST THIS AMOUNT

Credit Limit: \$500.00

Cash Credit Limit: \$500.00

Available Credit: \$66.21

Available Credit for Cash: \$66.21

**MINIMUM PAYMENT WARNING:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

Payment Amount Each Period If No Additional Charges Are Made	Approximate Time to Pay Off Statement Balance	Estimated Total Cost
Minimum Payment	5 Years	\$639
\$17	3 Years	\$607

Your estimated savings if you pay off this balance in 3 years: **\$32**

If you would like information about credit counseling services, call 1-888-326-8055.

**LATE PAYMENT WARNING:** If we do not receive your minimum payment by your due date, you may have to pay a \$39.00 late fee and your APRs may be increased up to the Penalty APR of 29.40%.

**Previous Balance**

\$427.13

**Payments and Credits**

\$16.00

**Fees and Interest Charged**

\$8.48

**Transactions**

\$14.18

**New Balance**
**\$433.79**
**TRANSACTIONS**
**PAYMENTS, CREDITS & ADJUSTMENTS FOR KIRK J NYBERG #3245**

1 18 JUN ELECTRONIC PAYMENT (\$16.00)

**TRANSACTIONS FOR KIRK J NYBERG #3245**

1 23 JUN WALGREENS #6831 Q03HILLSBOROOR \$4.18

2 23 JUN SHELL OIL 574431455QPSHILLSBOROOR \$10.00

**Total Transactions This Period \$14.18**
**FEES**

Total Fees This Period \$0.00  
Total Fees This Year \$0.00

**INTEREST CHARGED**

INTEREST CHARGE: PURCHASES \$0.22

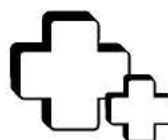
INTEREST CHARGE: CASH \$1.39

INTEREST CHARGE: SPECIAL PURCH \$6.87

Total Interest This Period \$8.48

Total Interest This Year \$52.54

## InterestPlus Online Savings



- Great savings rate
- Quarterly Bonus on interest earned
- No fees

Learn more and open online at  
[capitalonedirect.com/interestplus](http://capitalonedirect.com/interestplus) 300009

**INTEREST CHARGE CALCULATION**

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	25.90% D	\$9.83	\$0.22
Cash	24.90% D	\$65.56	\$1.39
Special Purch	22.90% D	\$353.00	\$6.87

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO [WWW.CAPITALONE.COM](http://WWW.CAPITALONE.COM) TO MAKE YOUR PAYMENT ONLINE.

1 [REDACTED] 3245 26 0433790016000016007



Account Number: [REDACTED] 3245

**Due Date**

Jul 23, 2010

**New Balance**

\$433.79

**Minimum Payment**

\$16.00

**Amount Enclosed**

.

PLEASE PAY AT LEAST  
THIS AMOUNT

KIRK J NYBERG  
6965 NE RONLER WAY APT 1925  
HILLSBORO, OR 97124-7926


## ORGANIZATION MADE EASY.

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Manage your account online  
and simplify your life.

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400011

Capital One Bank (USA), N.A.  
P.O. Box 60599  
City of Industry, CA 91716-0599


Convenient and secure certificates of deposit, money market and higher-interest savings accounts. Since you are banking “directly” with us, we can often offer higher money market and savings account rates than traditional branch banks.

How do I know my money is safe?

Unlike some investment options, your Capital One Direct Banking account is federally insured by the FDIC. For more information about how FDIC insurance protects your savings, visit [www.fdic.gov](http://www.fdic.gov).

capitalonedirect.com

These products and services are offered by Capital One Bank (USA), N.A., and Capital One, N.A., members FDIC.  
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**How can I avoid paying Interest Charges?** Each month you pay your "New Balance" in full, you will have a minimum grace period of 25 days with no interest charge on all new 1) purchases, 2) balance transfers, 3) special purchases and 4) other charges. If you have been paying your account in full with no interest charges applied and you do not pay your next bill in full, prorated interest charges will be assessed. There is no grace period on cash advances, special transfers, or on any new transaction when there is an unpaid balance from a previous bill.

**How is the Interest Charge applied?** Interest charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first calendar day of the billing period. Interest charges accrue on every unpaid amount until it is paid in full. This means you may owe interest charges even if you pay the entire "New Balance" one month, but did not do so for the previous month. Unpaid interest charges are added to the proper segment of your Account. However, we reserve the right to not assess interest charges at any time.

**Do you assess a Minimum Interest Charge?** Yes. A minimum INTEREST CHARGE of \$0.50 will be assessed for each billing period your account is subject to an interest charge.

**How did you Calculate the Interest Charge?** There are several calculations that are used to determine your total interest charge. 1. To get your Daily Balance: For each segment, 1) take the beginning balance and add in new transactions and the periodic interest charge on the previous day's balance. 2) Subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if you paid your previous month's balance in full (or if your balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. Also, transactions that are subject to a grace period are not added to the daily balances. 2. To find your Average Daily Balance: 1) add the daily balances together and 2) divide the sum by the number of days in the billing cycle. 3. Estimate your Total Interest Charge: 1) multiply your average daily balance by the daily periodic rate and 2) multiply the result by the number of days in the billing period. NOTE: Due to rounding or a minimum interest charge, this calculation may vary from the interest charge actually assessed.

**How can my variable Annual Percentage Rate (APR) change?** Your APR may increase or decrease based on one of seven standard indices reported in *The Wall Street Journal*. To find which index is used for your account, look for a code (P, L, C, S, D or F) on the front of this statement next to the APR(s). Then check the table below:

Code next to your Annual Percentage Rate (APR)	Index which your rates are based on	When your Annual Percentage Rate will change
P L C S	Quarterly Prime + margin previously disclosed to you Quarterly LIBOR + margin previously disclosed to you Quarterly CD + margin previously disclosed to you Bankcard Prime + margin previously disclosed to you	The first day of the billing periods that end in January, April, July and October.
D F G	Monthly Prime + margin previously disclosed to you Monthly LIBOR + margin previously disclosed to you Treasury LIBOR + margin previously disclosed to you	The first day of each monthly billing period.

**Are there Additional Fees associated with my account?** Yes, under certain circumstances, you may be assessed a Late or Returned Payment Fee. You may also be charged overlimit fees if permitted by law. We reserve the right to not assess fees without prior notice and without waiving our right to assess a similar fee later.

**How can I Close My Account?** You may close your account by calling or writing our Customer Relations Department. At that time, we will provide additional details including payment information. If you use your credit card or charges post to your account after you ask us to close it, we can keep your account open. To avoid paying any applicable membership fees, call to close your account prior to the end of the cycle in which it is scheduled to be billed.

**What happens if my Account is Suspended?** We may close or suspend your account and your right to obtain credit at any time and for any reason, even if you are not in default. Account suspension can be permanent or temporary. If your account is closed or suspended you must 1) stop using your credit card and account, 2) cancel all automatic payments, 3) destroy all credit cards and access checks, and 4) pay all amounts you owe us, even if they were charged after the account was closed or suspended.

**How do I Make Payments?** Payments you mail to us will be credited to your account as of the business day we receive it, as long as: 1) you send the bottom portion of this statement and your check in the enclosed remittance envelope, and 2) your payment is received in one of our processing centers by 5pm local time. Please allow at least (7) business days for mail delivery.

Mailed payments received by us at any other location or in any other form may not be credited as of the day we receive them.

**Do you Process Paper Checks as an Electronic Funds Transfer?** When you provide a check as payment, you authorize us and our agents either to use information from your check to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your deposit account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Your authorization is not limited by the date on the check. We may resubmit and electronically collect the returned payments.

**What if I file for Bankruptcy?** If you are entitled to bankruptcy protection, this communication is for information only, it is not an attempt to collect, assess or recover a debt or claim. Do not send us payments without speaking with your bankruptcy attorney or the Bankruptcy Court. If you or your attorney would like to contact our bankruptcy claims servicer directly, please contact: Capital One · PO Box 85167 · Richmond, VA 23285-5167

**BILLING RIGHTS SUMMARY** (Does Not Apply to Small Business Accounts)

**What To Do If You Think You Find A Mistake On Your Statement:** If you think there is an error on your statement, write to us at:

Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases.** If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true: 1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.) 2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify. 3. You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Capital One supports information privacy protection: see our website at [www.capitalone.com](http://www.capitalone.com) Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved © 2010 Capital One

TC-08  
05/01/10

Changing Address?

Address.....  
.....

Home Phone .....

Alternate Phone .....

E-mail  
Address.....

Please print address or phone number changes above using blue or black ink.



Not quite ready to make payments online?

No problem. Follow these simple steps to make sure we process your payments smoothly:

- Don't staple or paper clip your check to the payment slip.
- Be sure to use the payment envelope that came with your statement. *Using a different envelope could delay processing.*
- Please don't include any additional correspondence.
- Last but not least, be sure to write your 16-digit account number on your check.





Take control of your finances today!

Call 1-800-258-9319 to get up-to-date information about your account and make payments.

It's not too late. Call now to get started.



Page 1 of 1

Customer Service 1-800-258-9319

www.capitalone.com/solutions

Nov. 26 - Feb. 25, 2012

MASTERCARD PLATINUM

3245

NEW BALANCE

\$976.57

PAYMENT DUE

\$976.57

DUE DATE

Past Due

Available Credit: \$0.00

IMPORTANT ACCOUNT UPDATES

Your full balance is due. Any payment you make will reduce your balance and help pay off your debt faster. The amount you owe may differ if you've entered into a separate payment agreement.

Previous Balance

\$955.47

Payments and Credits

\$0.00

Fees

\$0.00

Interest Charged

\$21.10

New Balance

\$976.57

TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR KIRK J NYBERG #3245

FEES

Total Fees This Period \$0.00

INTEREST CHARGED

1 25 DEC INTEREST CHARGE \$13.47  
2 12 JAN INTEREST CHARGE \$7.63

Total Interest This Period \$21.10

TOTALS YEAR TO DATE

Total Fees This Year \$0.00  
Total Interest This Year \$21.10

Help is Available.  
Just pick up the phone.



Call 1-800-258-9319 and a specially trained agent will be happy to help you check your balance and make payments.

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Interest Bearing	19.650%	\$833.90	\$21.10

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM/SOLUTIONS TO MAKE YOUR PAYMENT ONLINE

1 3245 25 0976570000000976574



Account Number: 3245

Due Date

New Balance

Amount Enclosed

Past Due

\$976.57

.

KIRK J NYBERG  
710 NW AUTUMNCREEK WAY  
APT 1925  
BEAVERTON, OR 97006-9008

Manage your  
account online.



Visit www.capitalone.com/solutions to manage your account online. Have information at your fingertips 24/7 without picking up the phone.

Capital One Bank (USA), N.A.  
P.O. BOX 71083  
CHARLOTTE, NC 28272-1083  
[Barcode]



**How is the Interest Charge applied ?** Interest charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first calendar day of the billing period. Interest charges accrue on every unpaid amount until it is paid in full. However, we reserve the right to not assess interest charges at any time.

**How did you Calculate the Interest Charge ?** There are several calculations that are used to determine your total interest charge.

1. To get your Daily Balance: 1) take the current balance from when your account charged-off.  
2) For each day after, subtract the payments, credits, and adjustments as of that day. The result is the daily interest bearing balance.

2. To find your Average Daily Interest Bearing Balance: 1) add the daily interest bearing balances together and 2) divide the sum by the number of days the interest rate was in effect.

3. Estimate your Total Interest Charge: 1) multiply your average daily balance by the daily periodic rate and 2) multiply the result by the number of days the interest rate was in effect.

NOTE: Due to rounding, balance adjustments, or returned payments, this calculation may vary from the interest charge actually assessed.

**Is the Payment Due a Payoff Amount ?** No. All stated amounts are owed on the date of the statement. However, because interest, late charges and other charges might change from day to day as provided in your customer agreement, the amount due on the day you pay may be larger. For example, if you pay the amount stated in this statement, your account might still have a balance after your payment is received. Also note that the amount you owe may differ if you've entered into a separate payment arrangement. Please call the number on the front of the statement for an exact payoff amount.

**Are there Additional Fees associated with my account ?** Yes, under certain circumstances, you may be assessed a Returned Payment fee. You will also be required to pay us all of our actual collection expenses, attorneys fees and court costs unless the law does not allow us to collect these amounts. We reserve the right to not assess fees without prior notice and without waiving our right to assess a similar fee later.

**How do I Make Payments ?** Payments you mail to Capital One will be credited to your account as of the business day they are received, as long as: 1) you send the bottom portion of this statement and your check in the enclosed remittance envelope, and 2) your payment is received in Capital One's processing centers by 5 pm local time. Please allow at least seven (7) business days for mail delivery. Mailed Payments received by Capital One at any other location or in any other form may not be credited as of the day they are received.

**Do you Process Paper Checks as an Electronic Funds Transfer ?** When you provide a check as payment, you authorize us and our agents either to use information from your check to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your deposit account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Your authorization is not limited by the date on the check. We may resubmit and electronically collect the returned payments.

**What if I file for Bankruptcy ?** If you are entitled to bankruptcy protection, this communication is for information only, it is not an attempt to collect, assess or recover a debt or claim. Do not send us payments without speaking with your bankruptcy attorney or the Bankruptcy Court. If you have questions about your account or bankruptcy proceeding, please have your attorney contact us. If you or your attorney would like to contact our bankruptcy claims servicer directly, please contact:

Capital One  
PO Box 30285 Salt Lake City, UT 84130-0285

**BILLING RIGHTS SUMMARY** *(Does Not Apply to Small Business Accounts)*

**What To Do If You Think You Find A Mistake On Your Statement:** If you think there is an error on your statement, write to us at:

Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285

In your letter, give us the following information:

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- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. We will notify you in writing within 30 days of our receipt of your letter.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Within 90 days of our receipt of your letter, we will send you a written notice explaining either that we corrected the error (to appear on your next statement) or the reasons we believe the bill is correct.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases** If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, the following must be true:

- 1) You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify; and
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Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285

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Capital One supports information privacy protection: see our website at [www.capitalone.com](http://www.capitalone.com)  
© 2012 Capital One. Capital One is a federally registered service mark. All rights reserved.



Take control of your finances today!

Call 1-800-258-9319 to get up-to-date information about your account and make payments. It's not too late. Call now to get started.

Your account is being serviced by Capital One Services, LLC unless you've been notified otherwise. Please note, if your account is being serviced by a third party, then your call will be automatically routed to them.

NOTICE: PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION



Page 1 of 1

Customer Service 1-800-258-9319

www.capitalone.com/solutions

Feb. 26 - May. 25, 2012

MASTERCARD PLATINUM

3245

NEW BALANCE

\$976.57

PAYMENT DUE

\$976.57

DUE DATE

Past Due

Available Credit: \$0.00

IMPORTANT ACCOUNT UPDATES

Your full balance is due. Any payment you make will reduce your balance and help pay off your debt faster. The amount you owe may differ if you've entered into a separate payment agreement.

Previous Balance

\$976.57

Payments and Credits

\$0.00

Fees

\$0.00

Interest Charged

\$0.00

New Balance

\$976.57

TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR KIRK J NYBERG #3245

FEES

Total Fees This Period \$0.00

INTEREST CHARGED

Total Interest This Period \$0.00

TOTALS YEAR TO DATE

Total Fees This Year \$0.00

Total Interest This Year \$21.10

Help is Available.  
Just pick up the phone.



Call 1-800-258-9319 and a specially trained agent will be happy to help you check your balance and make payments.

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Non-Interest Bearing	0.000%	\$976.57	\$0.00

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM/SOLUTIONS TO MAKE YOUR PAYMENT ONLINE

1 3245 25 0976570000000976574



Account Number: 3245

Due Date

New Balance

Amount Enclosed

Past Due

\$976.57

.

KIRK J NYBERG  
710 NW AUTUMNCREEK WAY  
APT 1925  
BEAVERTON, OR 97006-9008

Manage your  
account online.



Visit www.capitalone.com/solutions to manage your account online. Have information at your fingertips 24/7 without picking up the phone.

Capital One Bank (USA), N.A.  
P.O. BOX 71083  
CHARLOTTE, NC 28272-1083  
[Barcode]

Please make checks payable to Capital One Bank (USA), N.A. and mail with this coupon in the enclosed envelope.

**How is the Interest Charge applied ?** Interest charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first calendar day of the billing period. Interest charges accrue on every unpaid amount until it is paid in full. However, we reserve the right to not assess interest charges at any time.

**How did you Calculate the Interest Charge ?** There are several calculations that are used to determine your total interest charge.

1. To get your Daily Balance: 1) Start with the current balance from when your account charged-off. 2) For each day after, subtract the payments, credits, and adjustments as of that day. The result is the daily interest-bearing balance.
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**Do you Process Paper Checks as an Electronic Funds Transfer ?** When you provide a check as payment, you authorize us and our agents either to use information from your check to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your deposit account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Your authorization is not limited by the date on the check. We may resubmit and electronically collect the returned payments.

**What if I file for Bankruptcy ?** If you are entitled to bankruptcy protection, this communication is for information only, it is not an attempt to collect, assess or recover a debt or claim. Do not send us payments without speaking with your bankruptcy attorney or the Bankruptcy Court. If you have questions about your account or bankruptcy proceeding, please have your attorney contact us. If you or your attorney would like to contact our bankruptcy claims servicer directly, please contact: Capital One, PO Box 30285, Salt Lake City, UT 84130-0285

**BILLING RIGHTS SUMMARY** (Does Not Apply to Small Business Accounts)

**What To Do If You Think You Find A Mistake On Your Statement:** If you think there is an error on your statement, write to us at:  
Capital One, P.O. Box 30285, Salt Lake City, UT 84130-0285

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- 2) You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:  
Capital One, P.O. Box 30285, Salt Lake City, UT 84130-0285

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

**Who is my Servicer?** Your account is being serviced by Capital One Services, LLC unless you've been notified otherwise. Please note, if your account is being serviced by a third party, calls made to Capital One will automatically be routed to them.

**State and Local Disclosures.** If you receive this statement in Connecticut, the District of Columbia, Iowa, New York City, or North Carolina, and your Account involves a debt owed primarily for personal, family, household or other consumer purpose(s), or if you receive this statement in Vermont irrespective of the nature of the debt associated with your Account, the following disclosure is required by state or local law:

**This is an attempt to collect a (consumer) debt (claim). Any information obtained will be used for that purpose.**

The following disclosure is required by state law if your Account involves a debt owed primarily for personal, family, household or other consumer purpose(s) and you receive this letter in Iowa:

This communication is from a debt collector.

The following disclosure is required by state law if you receive this communication in Minnesota:

**This collection agency is licensed by the Minnesota Department of Commerce.**

The following disclosure is required by state law if your Account involves a debt owed primarily for personal, family, household or other consumer purpose(s) and you receive this letter in Massachusetts:

**NOTICE OF IMPORTANT RIGHTS: YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE CREDITOR.**

This is not a complete list of the rights that you might have. The terms above in this Section are defined by applicable state or local law. Pursuant 15 USC 1692a(6)(B) and (F) of the Fair Debt Collection Practices Act, Capital One Services, LLC is not a debt collector under federal law.

Capital One supports information privacy protection; see our website at [www.capitalone.com](http://www.capitalone.com)  
© 2012 Capital One. Capital One is a federally registered service mark. All rights reserved.



KIRK J NYBERG

It could happen to anyone. Make sure you pay the amount due on your statement as soon as possible.

**WHOOPS!**

**You're behind  
by 1 payment.**

**Keeping your credit in good standing can  
do a lot more than you think.**

**GOOD CREDIT = GOOD CREDIT REFERENCES**

**BETTER INTEREST RATES**

(good credit could mean lower interest rates)

**IMPROVED CHANCES TO GET APPROVED FOR**

**LOANS** (when you want to buy a home or new car)

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Page 1 of 2 1-800-903-3637  
www.capitalone.com

Jul. 27 - Aug. 26, 2010 31 Days in Billing Cycle

Platinum MasterCard XXXX-XXXX-XXXX-3245		
NEW BALANCE	MINIMUM PAYMENT	DUE DATE
\$513.76	\$50.00	Sep 23, 2010
PLEASE PAY AT LEAST THIS AMOUNT		
Credit Limit: \$500.00 Cash Credit Limit: \$500.00		
Available Credit: \$0.00 Available Credit for Cash: \$0.00		

**MINIMUM PAYMENT WARNING:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

Payment Amount Each Period If No Additional Charges Are Made	Approximate Time to Pay Off Statement Balance	Estimated Total Cost
Minimum Payment	8 Years	\$1,075

If you would like information about credit counseling services, call 1-888-326-8055.

**LATE PAYMENT WARNING:** If we do not receive your minimum payment by your due date, you may have to pay a late fee of up to \$35.00 and your APRs may be increased up to the Penalty APR of 29.40%.

Previous Balance		Payments and Credits		Fees and Interest Charged		Transactions		New Balance
\$422.10	-	\$0.00	+	\$24.87	+	\$66.79	=	\$513.76

You're behind by one payment. Remember that paying the minimum payment by the due date keeps your account current. So make sure you send in the minimum payment to keep your account current.

**\*\*Important Notice\*\*** Your account was past due. Under the terms we previously disclosed to you, if your account is past due again in the next 12 billing cycles, your Annual Percentage Rates (APRs) may increase.

**Renewal Notice -** Your annual membership fee is \$49 and will be billed on your 09/2010 billing cycle. See both sides of the first page of this statement for important information about rates and interest charge calculation.

#### TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR KIRK J NYBERG #3245

#### TRANSACTIONS FOR KIRK J NYBERG #3245

1	13 AUG WALGREENS #6831	Q03HILLSBOROOR	\$5.17
2	14 AUG WALGREENS #6831	Q03HILLSBOROOR	\$4.18
3	16 AUG WALGREENS #6831	Q03HILLSBOROOR	\$4.18
4	17 AUG WALGREENS #6831	Q03HILLSBOROOR	\$4.18
5	18 AUG WALGREENS #6831	Q03HILLSBOROOR	\$4.18
6	18 AUG WALGREENS #6831	Q03HILLSBOROOR	\$5.18

Transactions continue on page 2

**Help is Available.**  
Just pick up the phone.



Call 1-800-955-6600 and a specially trained agent will be happy to help you check your balance and make payments.

#### INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	25.90% D	\$37.94	\$0.83
Cash	24.90% D	\$68.35	\$1.45
SpecialPurch	22.90% D	\$338.83	\$6.59

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE.

1 [REDACTED] 3245 26 0513760020000050004



Account Number: [REDACTED] 3245

Due Date New Balance Minimum Payment Amount Enclosed

Sep 23, 2010

\$513.76

\$50.00

.

PLEASE PAY AT LEAST  
THIS AMOUNT

KIRK J NYBERG  
6965 NE RONLER WAY APT 1925  
HILLSBORO, OR 97124-7926



**Take advantage. Take control.**

Manage your account online  
at [www.capitalone.com](http://www.capitalone.com)

- Make payments
- Review account information
- Manage your account in privacy



400006

Capital One Bank (USA), N.A.  
P.O. Box 60599  
City of Industry, CA 91716-0599





**How can I avoid paying Interest Charges?** Each month you pay your "New Balance" in full, you will have a minimum grace period of 25 days with no interest charge on all new 1) purchases, 2) balance transfers, 3) special purchases and 4) other charges. If you have been paying your account in full with no interest charges applied and you do not pay your next bill in full, prorated interest charges will be assessed. There is no grace period on cash advances, special transfers, or on any new transaction when there is an unpaid balance from a previous bill.

**How is the Interest Charge applied?** Interest charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first calendar day of the billing period. Interest charges accrue on every unpaid amount until it is paid in full. This means you may owe interest charges even if you pay the entire "New Balance" one month, but did not do so for the previous month. Unpaid interest charges are added to the proper segment of your Account. However, we reserve the right to not assess interest charges at any time.

**Do you assess a Minimum Interest Charge?** Yes. A minimum INTEREST CHARGE of \$0.50 will be assessed for each billing period your account is subject to an interest charge.

**How did you Calculate the Interest Charge?** There are several calculations that are used to determine your total interest charge. 1. To get your Daily Balance: For each segment, 1) take the beginning balance and add in new transactions and the periodic interest charge on the previous day's balance. 2) Subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if you paid your previous month's balance in full (or if your balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. Also, transactions that are subject to a grace period are not added to the daily balances. 2. To find your Average Daily Balance: 1) add the daily balances together and 2) divide the sum by the number of days in the billing cycle. 3. Estimate your Total Interest Charge: 1) multiply your average daily balance by the daily periodic rate and 2) multiply the result by the number of days in the billing period. NOTE: Due to rounding or a minimum interest charge, this calculation may vary from the interest charge actually assessed.

**How can my variable Annual Percentage Rate (APR) change?** Your APR may increase or decrease based on one of seven standard indices reported in *The Wall Street Journal*. To find which index is used for your account, look for a code (P, L, C, S, D or F) on the front of this statement next to the APR(s). Then check the table below:

Code next to your Annual Percentage Rate (APR)	Index which your rates are based on	When your Annual Percentage Rate will change
P L C S	Quarterly Prime + margin previously disclosed to you Quarterly LIBOR + margin previously disclosed to you Quarterly CD + margin previously disclosed to you Bankcard Prime + margin previously disclosed to you	The first day of the billing periods that end in January, April, July and October.
D F G	Monthly Prime + margin previously disclosed to you Monthly LIBOR + margin previously disclosed to you Treasury LIBOR + margin previously disclosed to you	The first day of each monthly billing period.

**Are there Additional Fees associated with my account?** Yes, under certain circumstances, you may be assessed a Late or Returned Payment Fee. You may also be charged overlimit fees if permitted by law. We reserve the right to not assess fees without prior notice and without waiving our right to assess a similar fee later.

**How can I Close My Account?** You may close your account by calling or writing our Customer Relations Department. At that time, we will provide additional details including payment information. If you use your credit card or charges post to your account after you ask us to close it, we can keep your account open. To avoid paying any applicable membership fees, call to close your account prior to the end of the cycle in which it is scheduled to be billed.

**What happens if my Account is Suspended?** We may close or suspend your account and your right to obtain credit at any time and for any reason, even if you are not in default. Account suspension can be permanent or temporary. If your account is closed or suspended you must 1) stop using your credit card and account, 2) cancel all automatic payments, 3) destroy all credit cards and access checks, and 4) pay all amounts you owe us, even if they were charged after the account was closed or suspended.

**How do I Make Payments?** Payments you mail to us will be credited to your account as of the business day we receive it, as long as: 1) you send the bottom portion of this statement and your check in the enclosed remittance envelope, and 2) your payment is received in one of our processing centers by 5pm local time. Please allow at least (7) business days for mail delivery.

Mailed payments received by us at any other location or in any other form may not be credited as of the day we receive them.

**Do you Process Paper Checks as an Electronic Funds Transfer?** When you provide a check as payment, you authorize us and our agents either to use information from your check to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your deposit account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Your authorization is not limited by the date on the check. We may resubmit and electronically collect the returned payments.

**What if I file for Bankruptcy?** If you are entitled to bankruptcy protection, this communication is for information only, it is not an attempt to collect, assess or recover a debt or claim. Do not send us payments without speaking with your bankruptcy attorney or the Bankruptcy Court. If you or your attorney would like to contact our bankruptcy claims servicer directly, please contact: Capital One · PO Box 85167 · Richmond, VA 23285-5167

**BILLING RIGHTS SUMMARY** (Does Not Apply to Small Business Accounts)

**What To Do If You Think You Find A Mistake On Your Statement:** If you think there is an error on your statement, write to us at:  
Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285  
In your letter, give us the following information:  
· **Account information:** Your name and account number.  
· **Dollar amount:** The dollar amount of the suspected error.  
· **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.  
You must contact us within 60 days after the error appeared on your statement.  
You must notify us of any potential errors in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.  
While we investigate whether or not there has been an error, the following are true:  
· We cannot try to collect the amount in question, or report you as delinquent on that amount.  
· The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.  
· While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.  
· We can apply any unpaid amount against your credit limit.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases.** If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true: 1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.) 2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify. 3. You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:  
Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285  
While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Capital One supports information privacy protection: see our website at [www.capitalone.com](http://www.capitalone.com)  
Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved © 2010 Capital One

Changing Address?

Address.....  
.....

Home Phone .....  
Alternate Phone .....

E-mail  
Address.....

Please print address or phone number changes above using blue or black ink.



Not quite ready to make payments online?

No problem. Follow these simple steps to make sure we process your payments smoothly:

- Don't staple or paper clip your check to the payment slip.
- Be sure to use the payment envelope that came with your statement. *Using a different envelope could delay processing.*
- Please don't include any additional correspondence.
- Last but not least, be sure to write your 16-digit account number on your check.



# Take Control with Online Statements

## Managing your account online is easy:

- Check your balance and view recent activity
- View and print copies of past statements
- Pay your bill online

Sign up at: [www.capitalone.com](http://www.capitalone.com)



Page 2 of 2 1-800-903-3637  
[www.capitalone.com](http://www.capitalone.com)

Jul. 27 - Aug. 26, 2010 31 Days in Billing Cycle

Platinum MasterCard XXXX-XXXX-XXXX-3245		
NEW BALANCE	MINIMUM PAYMENT	DUE DATE
\$513.76	\$50.00	Sep 23, 2010

Credit Limit:	\$500.00
Available Credit:	\$0.00
Cash Credit Limit:	\$500.00
Available Credit for Cash:	\$0.00

Previous Balance		Payments and Credits		Fees and Interest Charged		Transactions		New Balance
\$422.10	-	\$0.00	+	\$24.87	+	\$66.79	=	\$513.76

### TRANSACTIONS CONTINUED

#### TRANSACTIONS FOR KIRK J NYBERG #3245 (CONTINUED)

7	19 AUG WALGREENS #6831 Q03HILLSBOROOR	\$4.18
8	20 AUG WALGREENS #6831 Q03HILLSBOROOR	\$4.18
9	21 AUG WALGREENS #6831 Q03HILLSBOROOR	\$4.18
10	22 AUG TRIMET TVMPORTLANDOR	\$23.00
11	22 AUG WALGREENS #6831 Q03HILLSBOROOR	\$4.18
▶ Total Transactions This Period		\$66.79

#### FEES

1	23 AUG PAST DUE FEE	\$16.00
Total Fees This Period		\$16.00
Total Fees This Year		\$16.00

#### INTEREST CHARGED

INTEREST CHARGE: PURCHASES	\$0.83
INTEREST CHARGE: CASH	\$1.45
INTEREST CHARGE: SPECIAL PURCH	\$6.59
Total Interest This Period	\$8.87
Total Interest This Year	\$69.72

You were assessed a past due fee because your minimum payment was not received by the due date. To avoid this fee in the future, we recommend that you allow at least 7 business days for your minimum payment to reach Capital One.

# Stay on top of your account with Capital One Online Banking.

Help to save trees by signing up for paperless statements—there is always up to 13 months of statement history available that you can access at any time.

It's easy—just log in to your account and click the Customer Service tab.

## With Online Banking you can:

- ▶ Check your balance and monitor transactions online 24/7—you can even sort or group them
- ▶ Schedule a payment when it works for you—in advance or on the day it's due
- ▶ Set up customizable account alerts so you know immediately when certain transactions post and more...

Enroll today at [www.capitalone.com](http://www.capitalone.com)



Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$508.13	− \$25.00	+ \$9.64	+ \$0.00	= \$492.77	\$18.00	Nov. 20, 2009

Sep. 27, 2009 — Oct. 26, 2009 Page 1 of 1



MasterCard Platinum Account  
[REDACTED] 3245

### Your Account Information

TOTAL CREDIT LINE	\$500.00
TOTAL AVAILABLE CREDIT	\$7.23
CREDIT LINE FOR CASH	\$500.00
AVAILABLE CREDIT FOR CASH	\$7.23

### Payments, Credits & Adjustments

1	20 OCT	ELECTRONIC PAYMENT	\$25.00-
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### Finance Charges (Please see reverse for important information)

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$450.50	0.06274% D	22.90%	\$8.48
Cash	\$56.47	0.06822% D	24.90%	\$1.16

ANNUAL PERCENTAGE RATE applied this period: 22.82%

**At Your Service** - Go to [www.capitalone.com](http://www.capitalone.com) to manage your account, or Call: 1-800-903-3637 to report a lost or stolen card or speak to Customer Relations

**Pay Online** at [www.capitalone.com](http://www.capitalone.com) or mail your payment to: Capital One Bank (USA), N.A. • P.O. Box 60599 • City of Industry, CA 91716-0599

**Send Inquiries to:** Capital One P.O. Box 30285 • Salt Lake City, UT 84130-0285

**Have a question about a charge on your statement?** Please refer to the Billing Rights Summary on the back of your statement or visit [www.capitalone.com/disputes](http://www.capitalone.com/disputes)

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO [WWW.CAPITALONE.COM](http://WWW.CAPITALONE.COM) TO MAKE YOUR PAYMENT ONLINE.

1 [REDACTED] 3245 26 0492770025000018004



Account Number: [REDACTED] 3245

Due Date New Balance Minimum Payment Amount Enclosed

Nov. 20, 2009

\$492.77

\$18.00

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PLEASE PAY AT LEAST THIS AMOUNT

## BE SAFE!

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#9030097048459516#  
KIRK J NYBERG  
6965 NE RONLER WAY APT 1925  
HILLSBORO, OR 97124-7926



Capital One Bank (USA), N.A.  
P.O. Box 60599  
City of Industry, CA 91716-0599



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- ▶ You’ll receive an email message as soon as your statement posts to remind you to go online and pay your bill

Log in to your account at [www.capitalone.com](http://www.capitalone.com), go to the Customer Service tab and sign up for paperless statements today!



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<p><b>1. How to Avoid a Finance Charge.</b></p> <p><b>a. Grace Period.</b> You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your payment due date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."</p> <p><b>b. Accruing Finance Charge.</b> Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the payment due date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.</p> <p><b>c. Minimum Finance Charge.</b> For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed.</p> <p><b>d. Temporary Reduction in Finance Charges.</b> We reserve the right to not assess any or all finance charges for any given billing period.</p> <p><b>2. Average Daily Balance (Including New Purchases) .</b> Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions, which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis or due to minimum finance charge assessment, there may be a variance between this calculation and the amount of finance charge actually assessed.</p>	<p><b>3. Annual Percentage Rates (APR) .</b></p> <p><b>a.</b> The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.</p> <p><b>b.</b> If the code P (Quarterly Prime), L (Quarterly LIBOR), C (Quarterly CD), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in The Wall Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months of January, April, July and October.</p> <p><b>c.</b> If the code D (Monthly Prime), F (Monthly LIBOR), or G (Treasury LIBOR) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in The Wall Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.</p> <p><b>4. Assessment of Late, Overlimit and Returned Payment Fees.</b> Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.</p> <p><b>5. Membership Fee and Renewing Your Account.</b> If a membership fee appears on this statement, we will credit the fee if you request to close your account within 30 days of the mailing of this statement. You may continue to use the account during the 30 day period before your request. If you do not pay all charges owed on this account with in 90 days, or if you use your credit card or account after you request to close, any membership fee previously waived may be reinstated to your account.</p> <p><b>6. Closing or Suspending Your Account.</b> You may request that your account be closed by calling or writing our Customer Relations Department. At the time of your request, we will provide you with additional details on closing your account. This may include payment information. If you use your credit card or charges post to your account after you ask us to close your account, we can keep your account open or reopen it. We may close or suspend your account and your right to obtain credit. We may do this at any time and for any reason, even if you are not in default. A suspension of your account can be permanent or temporary. If your account is closed or suspended, you must stop using your credit card and account. You must also cancel all preauthorized billing arrangements to the account. We will not do this for you. If we close or permanently suspend your account, you must also destroy all credit cards and account access checks. You must still pay all amounts you owe us on the account, even if they were charged after your account is closed or suspended.</p> <p><b>7. Making Payments.</b> Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3pm ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays.</p>	<p><b>8. Notice About Electronic Check Conversion.</b> When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your deposit account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Your authorization is not limited by the date on the check. We may resubmit and electronically collect returned payments.</p> <p><b>9. Bankruptcy.</b> If you are entitled to bankruptcy protections for your account, this communication is only for informational purposes. It is not an attempt to collect, assess or recover a debt or claim. Do not send any payments directly to us without speaking with your bankruptcy attorney or the Bankruptcy Court. If you want to contact us about your account or your bankruptcy proceeding, please have your attorney contact us.</p> <p><b>†BILLING RIGHTS SUMMARY</b> (In Case of Errors or Questions about Your Bill) If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number or notify us by email or website, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.</p> <p>† Special Rule for Credit Card Purchases If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.</p> <p>† Does not apply to business accounts</p> <p>Capital One supports information privacy protection: see our website at <a href="http://www.capitalone.com">www.capitalone.com</a> Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2008 Capital One</p>
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TC-08  
O1DM6056 - 1 - 03/26/08

## Changing Address?

Address.....  
.....

Home Phone.....

Alternate Phone.....

E-mail  
Address.....

Please print address or phone number changes above using blue or black ink.



## Not quite ready to make payments online?

No problem. Follow these simple steps to make sure we process your payments smoothly:

- Don't staple or paper clip your check to the payment slip.
- Be sure to use the payment envelope that came with your statement. *Using a different envelope could delay processing.*
- Please don't include any additional correspondence.
- Last but not least, be sure to write your 16-digit account number on your check.



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Because it's online, we offer higher rates than many traditional branch banks do on many accounts.

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- Convenient 24/7 account access (Routine or unscheduled maintenance may impact accessibility.)



[www.capitalonedirect.com](http://www.capitalonedirect.com)



500313

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$482.76	-\$20.00	+\$8.79	+\$0.00	\$471.55	\$17.00	Jan. 20, 2010

Nov. 28, 2009 — Dec. 26, 2009 Page 1 of 1



MasterCard Platinum Account  
[REDACTED] 3245

### Your Account Information

TOTAL CREDIT LINE	\$500.00
TOTAL AVAILABLE CREDIT	\$28.45
CREDIT LINE FOR CASH	\$500.00
AVAILABLE CREDIT FOR CASH	\$28.45

### Payments, Credits & Adjustments

1	14 DEC	ELECTRONIC PAYMENT	\$20.00-
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### Finance Charges (Please see reverse for important information)

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$0.00	0.06274% D	22.90%	\$0.00
Cash	\$57.95	0.06822% D	24.90%	\$1.15
Special Purch	\$420.11	0.06274% D	22.90%	\$7.64

ANNUAL PERCENTAGE RATE applied this period: 22.06%



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**Pay Online** at [www.capitalone.com](http://www.capitalone.com) or mail your payment to: Capital One Bank (USA), N.A. • P.O. Box 60599 • City of Industry, CA 91716-0599



**Send Inquiries to:**  
Capital One P.O. Box 30285 • Salt Lake City, UT 84130-0285



**Have a question about a charge on your statement?**  
Please refer to the Billing Rights Summary on the back of your statement or visit [www.capitalone.com/disputes](http://www.capitalone.com/disputes)

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO [WWW.CAPITALONE.COM](http://WWW.CAPITALONE.COM) TO MAKE YOUR PAYMENT ONLINE.

1 [REDACTED] 3245 26 0471550020000017001



Account Number: [REDACTED] 3245

Due Date

New Balance

Minimum Payment

Amount Enclosed

Jan. 20, 2010

\$471.55

\$17.00

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PLEASE PAY AT LEAST  
THIS AMOUNT

## ORGANIZATION MADE EASY.

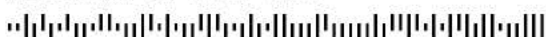
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and simplify your life.

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6965 NE RONLER WAY APT 1925  
HILLSBORO, OR 97124-7926



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www.capitalonedirect.com

These products and services are offered by Capital One Bank (USA), N.A., and Capital One, N.A., members FDIC.  
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<p><b>1. How to Avoid a Finance Charge.</b></p> <p><b>a. Grace Period.</b> You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your payment due date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."</p> <p><b>b. Accruing Finance Charge.</b> Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the payment due date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.</p> <p><b>c. Minimum Finance Charge.</b> For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed.</p> <p><b>d. Temporary Reduction in Finance Charges.</b> We reserve the right to not assess any or all finance charges for any given billing period.</p> <p><b>2. Average Daily Balance (Including New Purchases) .</b> Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions, which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis or due to minimum finance charge assessment, there may be a variance between this calculation and the amount of finance charge actually assessed.</p>	<p><b>3. Annual Percentage Rates (APR) .</b></p> <p><b>a.</b> The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.</p> <p><b>b.</b> If the code P (Quarterly Prime), L (Quarterly LIBOR), C (Quarterly CD), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in The Wall Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months of January, April, July and October.</p> <p><b>c.</b> If the code D (Monthly Prime), F (Monthly LIBOR), or G (Treasury LIBOR) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in The Wall Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.</p> <p><b>4. Assessment of Late, Overlimit and Returned Payment Fees.</b> Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.</p> <p><b>5. Membership Fee and Renewing Your Account.</b> If a membership fee appears on this statement, we will credit the fee if you request to close your account within 30 days of the mailing of this statement. You may continue to use the account during the 30 day period before your request. If you do not pay all charges owed on this account with in 90 days, or if you use your credit card or account after you request to close, any membership fee previously waived may be reinstated to your account.</p> <p><b>6. Closing or Suspending Your Account.</b> You may request that your account be closed by calling or writing our Customer Relations Department. At the time of your request, we will provide you with additional details on closing your account. This may include payment information. If you use your credit card or charges post to your account after you ask us to close your account, we can keep your account open or reopen it. We may close or suspend your account and your right to obtain credit. We may do this at any time and for any reason, even if you are not in default. A suspension of your account can be permanent or temporary. If your account is closed or suspended, you must stop using your credit card and account. You must also cancel all preauthorized billing arrangements to the account. We will not do this for you. If we close or permanently suspend your account, you must also destroy all credit cards and account access checks. You must still pay all amounts you owe us on the account, even if they were charged after your account is closed or suspended.</p> <p><b>7. Making Payments.</b> Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3pm ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays.</p>	<p><b>8. Notice About Electronic Check Conversion.</b> When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your deposit account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Your authorization is not limited by the date on the check. We may resubmit and electronically collect returned payments.</p> <p><b>9. Bankruptcy.</b> If you are entitled to bankruptcy protections for your account, this communication is only for informational purposes. It is not an attempt to collect, assess or recover a debt or claim. Do not send any payments directly to us without speaking with your bankruptcy attorney or the Bankruptcy Court. If you want to contact us about your account or your bankruptcy proceeding, please have your attorney contact us.</p> <p>†BILLING RIGHTS SUMMARY (In Case of Errors or Questions about Your Bill) If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number or notify us by email or website, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.</p> <p>† Special Rule for Credit Card Purchases If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.</p> <p>† Does not apply to business accounts</p> <p>Capital One supports information privacy protection: see our website at <a href="http://www.capitalone.com">www.capitalone.com</a> Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2008 Capital One</p>
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TC-08  
O1DM6056 - 1 - 03/26/08

Changing Address?

Address.....  
.....

Home Phone.....

Alternate Phone.....

E-mail  
Address.....

Please print address or phone number changes above using blue or black ink.

Not quite ready to make payments online?

No problem. Follow these simple steps to make sure we process your payments smoothly:



- Don't staple or paper clip your check to the payment slip.
- Be sure to use the payment envelope that came with your statement. *Using a different envelope could delay processing.*
- Please don't include any additional correspondence.
- Last but not least, be sure to write your 16-digit account number on your check.



# Grow your savings faster with Direct Banking

## Why open a Direct Banking account?

Because it's online, we offer higher rates than many traditional branch banks do on many accounts.

- Get the growth and convenience of saving money online
- FDIC deposit insurance increased to \$250,000 (through 12/31/2013)
- Convenient 24/7 account access (Routine or unscheduled maintenance may impact accessibility.)



[www.capitalonedirect.com](http://www.capitalonedirect.com)



500313

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$469.85	-\$20.00	+\$9.28	+\$49.00	\$508.13	\$18.00	Oct. 21, 2009

Aug. 27, 2009 — Sep. 26, 2009 Page 1 of 1



MasterCard Platinum Account  
[REDACTED] 3245

### Your Account Information

TOTAL CREDIT LINE	\$500.00
TOTAL AVAILABLE CREDIT	\$0.00
CREDIT LINE FOR CASH	\$500.00
AVAILABLE CREDIT FOR CASH	\$0.00

### Payments, Credits & Adjustments

1	21 SEP	ELECTRONIC PAYMENT	\$20.00-
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### Transactions

2	26 SEP	CAPITAL ONE MEMBER FEE	\$49.00
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### Finance Charges (Please see reverse for important information)

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$415.53	0.06274% D	22.90%	\$8.08
Cash	\$56.51	0.06822% D	24.90%	\$1.20

ANNUAL PERCENTAGE RATE applied this period: 23.59%

Your account has gone over its credit limit. To avoid additional overlimit fees, you should pay more than the Minimum Payment. Please pay enough to bring your account balance below your credit limit immediately, and make sure your account balance remains below your credit limit. Please be sure the amount you pay accounts for any future purchases, fees, and finance charges.



**At Your Service** - Go to [www.capitalone.com](http://www.capitalone.com) to manage your account, or Call: 1-800-903-3637 to report a lost or stolen card or speak to Customer Relations



**Pay Online** at [www.capitalone.com](http://www.capitalone.com) or mail your payment to: Capital One Bank (USA), N.A. • P.O. Box 60599 • City of Industry, CA 91716-0599



**Send Inquiries to:**  
Capital One P.O. Box 30285 • Salt Lake City, UT 84130-0285



**Have a question about a charge on your statement?**  
Please refer to the Billing Rights Summary on the back of your statement or visit [www.capitalone.com/disputes](http://www.capitalone.com/disputes)

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO [WWW.CAPITALONE.COM](http://WWW.CAPITALONE.COM) TO MAKE YOUR PAYMENT ONLINE.

1 [REDACTED] 3245 26 0508130020000018008



Account Number: [REDACTED] 3245

Due Date New Balance Minimum Payment Amount Enclosed

Oct. 21, 2009

\$508.13

\$18.00

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PLEASE PAY AT LEAST  
THIS AMOUNT

**GO GREEN.  
SAVE GREEN!**

Pay online and save  
money on stamps.

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#9027097048459511#

KIRK J NYBERG  
6965 NE RONLER WAY APT 1925  
HILLSBORO, OR 97124-7926



Capital One Bank (USA), N.A.  
P.O. Box 60599  
City of Industry, CA 91716-0599



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Convenient and secure certificates of deposit, money market and higher-interest savings accounts. Since you are banking “directly” with us, we can often offer higher money market and savings account rates than traditional branch banks.

How do I know my money is safe?

Unlike some investment options, your Capital One Direct Banking account is federally insured by the FDIC. For more information about how FDIC insurance protects your savings, visit [www.fdic.gov](http://www.fdic.gov).

www.capitalonedirect.com

These products and services are offered by Capital One Bank (USA), N.A., and Capital One, N.A., members FDIC.  
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<div><div>1. <b>How to Avoid a Finance Charge.</b></div><div><div>a. <b>Grace Period.</b> You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your payment due date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."</div><div>b. <b>Accruing Finance Charge.</b> Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the payment due date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.</div><div>c. <b>Minimum Finance Charge.</b> For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed.</div><div>d. <b>Temporary Reduction in Finance Charges.</b> We reserve the right to not assess any or all finance charges for any given billing period.</div></div><div><div>2. <b>Average Daily Balance (Including New Purchases)</b></div><div>Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions, which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis or due to minimum finance charge assessment, there may be a variance between this calculation and the amount of finance charge actually assessed.</div></div></div>	<div><div>3. <b>Annual Percentage Rates (APR)</b></div><div><div>a. The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.</div><div>b. If the code P (Quarterly Prime), L (Quarterly LIBOR), C (Quarterly CD), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in The Wall Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months of January, April, July and October.</div><div>c. If the code D (Monthly Prime), F (Monthly LIBOR), or G (Treasury LIBOR) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in The Wall Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.</div></div><div><div>4. <b>Assessment of Late, Overlimit and Returned Payment Fees.</b> Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.</div><div>5. <b>Membership Fee and Renewing Your Account.</b> If a membership fee appears on this statement, we will credit the fee if you request to close your account within 30 days of the mailing of this statement. You may continue to use the account during the 30 day period before your request. If you do not pay all charges owed on this account with in 90 days, or if you use your credit card or account after you request to close, any membership fee previously waived may be reinstated to your account.</div><div>6. <b>Closing or Suspending Your Account.</b> You may request that your account be closed by calling or writing our Customer Relations Department. At the time of your request, we will provide you with additional details on closing your account. This may include payment information. If you use your credit card or charges post to your account after you ask us to close your account, we can keep your account open or reopen it. We may close or suspend your account and your right to obtain credit. We may do this at any time and for any reason, even if you are not in default. A suspension of your account can be permanent or temporary. If your account is closed or suspended, you must stop using your credit card and account. You must also cancel all preauthorized billing arrangements to the account. We will not do this for you. If we close or permanently suspend your account, you must also destroy all credit cards and account access checks. You must still pay all amounts you owe us on the account, even if they were charged after your account is closed or suspended.</div><div>7. <b>Making Payments.</b> Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3pm ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays.</div></div></div>	<div><div>8. <b>Notice About Electronic Check Conversion.</b></div><div>When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your deposit account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Your authorization is not limited by the date on the check. We may resubmit and electronically collect returned payments.</div><div>9. <b>Bankruptcy.</b> If you are entitled to bankruptcy protections for your account, this communication is only for informational purposes. It is not an attempt to collect, assess or recover a debt or claim. Do not send any payments directly to us without speaking with your bankruptcy attorney or the Bankruptcy Court. If you want to contact us about your account or your bankruptcy proceeding, please have your attorney contact us.</div></div> <div><div>†BILLING RIGHTS SUMMARY</div><div>(In Case of Errors or Questions about Your Bill)</div><div>If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number or notify us by email or website, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.</div><div>† Special Rule for Credit Card Purchases</div><div>If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.</div><div>† Does not apply to business accounts</div><div>Capital One supports information privacy protection: see our website at <a href="http://www.capitalone.com">www.capitalone.com</a> Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2008 Capital One</div></div>
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TC-08  
O1DM6056 - 1 - 03/26/08

Changing Address?

Address.....  
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Home Phone.....

Alternate Phone.....

E-mail  
Address.....

Please print address or phone number changes above using blue or black ink.

Not quite ready to make payments online?

No problem. Follow these simple steps to make sure we process your payments smoothly:



- Don't staple or paper clip your check to the payment slip.
- Be sure to use the payment envelope that came with your statement. *Using a different envelope could delay processing.*
- Please don't include any additional correspondence.
- Last but not least, be sure to write your 16-digit account number on your check.





KIRK J NYBERG

## IT'S TIME TO TAKE CONTROL OF YOUR DEBT. WE'RE HERE TO HELP.

Even if we report your account as charged off, you'll still be responsible for paying your debt. So why not call us to see what we can do together to keep you from receiving such a serious mark on your credit record?

**YOU'RE BEHIND BY**  
**6**  
**PAYMENTS**

Please contact us to find a solution that's right for you.

You can make a payment with our free check by phone service or speak to an associate by calling 1.800.955.6600.

Make sure you call or pay the amount due on your statement by the due date to eliminate the risk of being charged off.

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Page 1 of 2 1-800-903-3637  
www.capitalone.com

Dec. 27 - Jan. 26, 2011 31 Days in Billing Cycle

### Platinum MasterCard

XXXX-XXXX-XXXX-3245

#### NEW BALANCE

\$782.79

#### MINIMUM PAYMENT

\$323.00

#### DUE DATE

Feb 23, 2011



PLEASE PAY AT LEAST THIS AMOUNT

Credit Limit: \$500.00

Cash Credit Limit: \$500.00

Available Credit: \$0.00

Available Credit for Cash: \$0.00

**MINIMUM PAYMENT WARNING:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

Payment Amount Each Period If No Additional Charges Are Made	Approximate Time to Pay Off Statement Balance	Estimated Total Cost
Minimum Payment	8 Years	\$1,392

If you would like information about credit counseling services, call 1-888-326-8055.

**LATE PAYMENT WARNING:** If we do not receive your minimum payment by your due date, you may have to pay a late fee of up to \$35.00 and your APRs may be increased up to the Penalty APR of 29.40%.

#### Previous Balance

\$732.46

#### Payments and Credits

\$0.00

#### Fees and Interest Charged

\$50.33

#### Transactions

\$0.00

#### New Balance

\$782.79

You're behind by six payments. If we charge off your account due to late or missed payments, finance charges will continue to accrue. Act now to prevent this from happening. Please pay the minimum payment amount on your statement or give us a call at 1.800.955.6600. We're here to help. Take control of your credit with Capital One.

#### TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR KIRK J NYBERG #3245

#### FEES

1	24 JAN	PAST DUE FEE	\$35.00
		Total Fees This Period	\$35.00
		Total Fees This Year	\$35.00

#### INTEREST CHARGED

INTEREST CHARGE: PURCHASES	\$6.48
INTEREST CHARGE: CASH	\$1.60
INTEREST CHARGE: SPECIAL PURCH	\$7.25
Total Interest This Period	\$15.33
Total Interest This Year	\$15.33

Transactions continue on page 2

**Help is Available.**  
Just pick up the phone.



Call 1-800-955-6600 and a specially trained agent will be happy to help you check your balance and make payments.

#### INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	25.90% D	\$294.35	\$6.48
Cash	24.90% D	\$75.88	\$1.60
Special Purch	22.90% D	\$372.96	\$7.25

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE.

1 [REDACTED] 3245 26 0782790020000323006



Account Number [REDACTED] 3245

Due Date

Feb 23, 2011

New Balance

\$782.79

Minimum Payment

\$323.00

Amount Enclosed

.

PLEASE PAY AT LEAST THIS AMOUNT

KIRK J NYBERG  
6965 NE RONLER WAY APT 1925  
HILLSBORO, OR 97124-7926



**Take advantage. Take control.**

Manage your account online  
at [www.capitalone.com](http://www.capitalone.com)

- Make payments
- Review account information
- Manage your account in privacy



400006

Capital One Bank (USA), N.A.  
P.O. Box 60599  
City of Industry, CA 91716-0599



Please make checks payable to Capital One Bank (USA), N.A. and mail with this coupon in the enclosed envelope.

**How can I avoid paying Interest Charges?** Each month you pay your "New Balance" in full, you will have a minimum grace period of 25 days with no interest charge on all new 1) purchases, 2) balance transfers, 3) special purchases and 4) other charges. If you have been paying your account in full with no interest charges applied and you do not pay your next bill in full, prorated interest charges will be assessed. There is no grace period on cash advances, special transfers, or on any new transaction when there is an unpaid balance from a previous bill.

**How is the Interest Charge applied?** Interest charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first calendar day of the billing period. Interest charges accrue on every unpaid amount until it is paid in full. This means you may owe interest charges even if you pay the entire "New Balance" one month, but did not do so for the previous month. Unpaid interest charges are added to the proper segment of your Account. However, we reserve the right to not assess interest charges at any time.

**Do you assess a Minimum Interest Charge?** Yes. A minimum INTEREST CHARGE of \$0.50 will be assessed for each billing period your account is subject to an interest charge.

**How did you Calculate the Interest Charge?** There are several calculations that are used to determine your total interest charge. 1. To get your Daily Balance: For each segment, 1) take the beginning balance and add in new transactions and the periodic interest charge on the previous day's balance. 2) Subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if you paid your previous month's balance in full (or if your balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. Also, transactions that are subject to a grace period are not added to the daily balances. 2. To find your Average Daily Balance: 1) add the daily balances together and 2) divide the sum by the number of days in the billing cycle. 3. Estimate your Total Interest Charge: 1) multiply your average daily balance by the daily periodic rate and 2) multiply the result by the number of days in the billing period. NOTE: Due to rounding or a minimum interest charge, this calculation may vary from the interest charge actually assessed.

**How can my variable Annual Percentage Rate (APR) change?** Your APR may increase or decrease based on one of seven standard indices reported in *The Wall Street Journal*. To find which index is used for your account, look for a code (P, L, C, S, D or F) on the front of this statement next to the APR(s). Then check the table below:

Code next to your Annual Percentage Rate (APR)	Index which your rates are based on	When your Annual Percentage Rate will change
P L C S	Quarterly Prime + margin previously disclosed to you Quarterly LIBOR + margin previously disclosed to you Quarterly CD + margin previously disclosed to you Bankcard Prime + margin previously disclosed to you	The first day of the billing periods that end in January, April, July and October.
D F G	Monthly Prime + margin previously disclosed to you Monthly LIBOR + margin previously disclosed to you Treasury LIBOR + margin previously disclosed to you	The first day of each monthly billing period.

**Are there Additional Fees associated with my account?** Yes, under certain circumstances, you may be assessed a Late or Returned Payment Fee. You may also be charged overlimit fees if permitted by law. We reserve the right to not assess fees without prior notice and without waiving our right to assess a similar fee later.

**How can I Close My Account?** You may close your account by calling or writing our Customer Relations Department. At that time, we will provide additional details including payment information. If you use your credit card or charges post to your account after you ask us to close it, we can keep your account open. To avoid paying any applicable membership fees, call to close your account prior to the end of the cycle in which it is scheduled to be billed.

**What happens if my Account is Suspended?** We may close or suspend your account and your right to obtain credit at any time and for any reason, even if you are not in default. Account suspension can be permanent or temporary. If your account is closed or suspended you must 1) stop using your credit card and account, 2) cancel all automatic payments, 3) destroy all credit cards and access checks, and 4) pay all amounts you owe us, even if they were charged after the account was closed or suspended.

**How do I Make Payments?** Payments you mail to us will be credited to your account as of the business day we receive it, as long as: 1) you send the bottom portion of this statement and your check in the enclosed remittance envelope, and 2) your payment is received in one of our processing centers by 5pm local time. Please allow at least (7) business days for mail delivery.

Mailed payments received by us at any other location or in any other form may not be credited as of the day we receive them.

**Do you Process Paper Checks as an Electronic Funds Transfer?** When you provide a check as payment, you authorize us and our agents either to use information from your check to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your deposit account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Your authorization is not limited by the date on the check. We may resubmit and electronically collect the returned payments.

**What if I file for Bankruptcy?** If you are entitled to bankruptcy protection, this communication is for information only, it is not an attempt to collect, assess or recover a debt or claim. Do not send us payments without speaking with your bankruptcy attorney or the Bankruptcy Court. If you or your attorney would like to contact our bankruptcy claims servicer directly, please contact: Capital One · PO Box 85167 · Richmond, VA 23285-5167

**BILLING RIGHTS SUMMARY** (Does Not Apply to Small Business Accounts)

**What To Do If You Think You Find A Mistake On Your Statement:** If you think there is an error on your statement, write to us at:  
Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285  
In your letter, give us the following information:  
· **Account information:** Your name and account number.  
· **Dollar amount:** The dollar amount of the suspected error.  
· **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.  
You must contact us within 60 days after the error appeared on your statement.  
You must notify us of any potential errors in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.  
While we investigate whether or not there has been an error, the following are true:  
· We cannot try to collect the amount in question, or report you as delinquent on that amount.  
· The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.  
· While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.  
· We can apply any unpaid amount against your credit limit.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases.** If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true: 1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.) 2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify. 3. You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:  
Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285  
While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Capital One supports information privacy protection: see our website at [www.capitalone.com](http://www.capitalone.com)  
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Changing Address?

Address.....  
.....  
  
Home Phone .....  
Alternate Phone .....  
E-mail  
Address.....

Please print address or phone number changes above using blue or black ink.



Not quite ready to make payments online?

No problem. Follow these simple steps to make sure we process your payments smoothly:

- Don't staple or paper clip your check to the payment slip.
- Be sure to use the payment envelope that came with your statement. *Using a different envelope could delay processing.*
- Please don't include any additional correspondence.
- Last but not least, be sure to write your 16-digit account number on your check.



# Take Control with Online Statements

## Managing your account online is easy:

- Check your balance and view recent activity
- View and print copies of past statements
- Pay your bill online

Sign up at: [www.capitalone.com](http://www.capitalone.com)



Page 2 of 2      1-800-903-3637  
[www.capitalone.com](http://www.capitalone.com)

Dec. 27 - Jan. 26, 2011    31 Days in Billing Cycle

Platinum MasterCard			XXXX-XXXX-XXXX-3245
NEW BALANCE	MINIMUM PAYMENT	DUE DATE	
\$782.79	\$323.00	Feb 23, 2011	

Credit Limit:	\$500.00
Available Credit:	\$0.00
Cash Credit Limit:	\$500.00
Available Credit for Cash:	\$0.00

Previous Balance		Payments and Credits		Fees and Interest Charged		Transactions		New Balance
\$732.46	-	\$0.00	+	\$50.33	+	\$0.00	=	\$782.79

### TRANSACTIONS CONTINUED

You were assessed a past due fee because your minimum payment was not received by the due date. To avoid this fee in the future, we recommend that you allow at least 7 business days for your minimum payment to reach Capital One.



# Stay on top of your account with Capital One Online Banking.

Help to save trees by signing up for paperless statements—there is always up to 13 months of statement history available that you can access at any time.

It's easy—just log in to your account and click the Customer Service tab.

## With Online Banking you can:

- ▶ Check your balance and monitor transactions online 24/7—you can even sort or group them
- ▶ Schedule a payment when it works for you—in advance or on the day it's due
- ▶ Set up customizable account alerts so you know immediately when certain transactions post and more...

Enroll today at [www.capitalone.com](http://www.capitalone.com)



Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$492.77	− \$20.00	+ \$9.99	+ \$0.00	= \$482.76	\$18.00	Dec. 22, 2009

Oct. 27, 2009 — Nov. 27, 2009 Page 1 of 1



MasterCard Platinum Account  
[REDACTED] 3245

### Your Account Information

TOTAL CREDIT LINE	\$500.00
TOTAL AVAILABLE CREDIT	\$17.24
CREDIT LINE FOR CASH	\$500.00
AVAILABLE CREDIT FOR CASH	\$17.24

### Payments, Credits & Adjustments

1	20 NOV	ELECTRONIC PAYMENT	\$20.00-
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### Finance Charges (Please see reverse for important information)

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$0.00	0.06274% D	22.90%	\$0.00
Cash	\$56.75	0.06822% D	24.90%	\$1.24
Special Purch	\$435.87	0.06274% D	22.90%	\$8.75

ANNUAL PERCENTAGE RATE applied this period: 24.34%



**At Your Service** - Go to [www.capitalone.com](http://www.capitalone.com) to manage your account, or Call: 1-800-903-3637 to report a lost or stolen card or speak to Customer Relations



**Pay Online** at [www.capitalone.com](http://www.capitalone.com) or mail your payment to: Capital One Bank (USA), N.A. • P.O. Box 60599 • City of Industry, CA 91716-0599



**Send Inquiries to:**  
Capital One P.O. Box 30285 • Salt Lake City, UT 84130-0285



**Have a question about a charge on your statement?**  
Please refer to the Billing Rights Summary on the back of your statement or visit [www.capitalone.com/disputes](http://www.capitalone.com/disputes)

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO [WWW.CAPITALONE.COM](http://WWW.CAPITALONE.COM) TO MAKE YOUR PAYMENT ONLINE.

1 [REDACTED] 3245 26 0482760020000018002



Account Number: [REDACTED] 3245

Due Date	New Balance	Minimum Payment	Amount Enclosed
Dec. 22, 2009	\$482.76	\$18.00	.

PLEASE PAY AT LEAST THIS AMOUNT

## GO PAPERLESS!

The trees will thank you.

Sign up at [www.capitalone.com](http://www.capitalone.com)



#9033297048459519#  
KIRK J NYBERG  
6965 NE RONLER WAY APT 1925  
HILLSBORO, OR 97124-7926



Capital One Bank (USA), N.A.  
P.O. Box 60599  
City of Industry, CA 91716-0599



Please make checks payable to Capital One Bank (USA), N.A. and mail with this coupon in the enclosed envelope.



# Join the millions of customers that are switching to paperless statements.

- ▶ You get up to 13 months of PDF statements online that you can view, save to your computer or print (if you need to)
- ▶ It’s still the same statement online (you can use it just like your mailed statement)
- ▶ You’ll receive an email message as soon as your statement posts to remind you to go online and pay your bill

Log in to your account at [www.capitalone.com](http://www.capitalone.com), go to the Customer Service tab and sign up for paperless statements today!



001  
26

<p><b>1. How to Avoid a Finance Charge.</b></p> <p><b>a. Grace Period.</b> You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your payment due date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."</p> <p><b>b. Accruing Finance Charge.</b> Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the payment due date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.</p> <p><b>c. Minimum Finance Charge.</b> For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed.</p> <p><b>d. Temporary Reduction in Finance Charges.</b> We reserve the right to not assess any or all finance charges for any given billing period.</p> <p><b>2. Average Daily Balance (Including New Purchases) .</b> Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions, which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis or due to minimum finance charge assessment, there may be a variance between this calculation and the amount of finance charge actually assessed.</p>	<p><b>3. Annual Percentage Rates (APR) .</b></p> <p><b>a.</b> The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.</p> <p><b>b.</b> If the code P (Quarterly Prime), L (Quarterly LIBOR), C (Quarterly CD), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in The Wall Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months of January, April, July and October.</p> <p><b>c.</b> If the code D (Monthly Prime), F (Monthly LIBOR), or G (Treasury LIBOR) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in The Wall Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.</p> <p><b>4. Assessment of Late, Overlimit and Returned Payment Fees.</b> Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.</p> <p><b>5. Membership Fee and Renewing Your Account.</b> If a membership fee appears on this statement, we will credit the fee if you request to close your account within 30 days of the mailing of this statement. You may continue to use the account during the 30 day period before your request. If you do not pay all charges owed on this account with in 90 days, or if you use your credit card or account after you request to close, any membership fee previously waived may be reinstated to your account.</p> <p><b>6. Closing or Suspending Your Account.</b> You may request that your account be closed by calling or writing our Customer Relations Department. At the time of your request, we will provide you with additional details on closing your account. This may include payment information. If you use your credit card or charges post to your account after you ask us to close your account, we can keep your account open or reopen it. We may close or suspend your account and your right to obtain credit. We may do this at any time and for any reason, even if you are not in default. A suspension of your account can be permanent or temporary. If your account is closed or suspended, you must stop using your credit card and account. You must also cancel all preauthorized billing arrangements to the account. We will not do this for you. If we close or permanently suspend your account, you must also destroy all credit cards and account access checks. You must still pay all amounts you owe us on the account, even if they were charged after your account is closed or suspended.</p> <p><b>7. Making Payments.</b> Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3pm ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays.</p>	<p><b>8. Notice About Electronic Check Conversion.</b> When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your deposit account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Your authorization is not limited by the date on the check. We may resubmit and electronically collect returned payments.</p> <p><b>9. Bankruptcy.</b> If you are entitled to bankruptcy protections for your account, this communication is only for informational purposes. It is not an attempt to collect, assess or recover a debt or claim. Do not send any payments directly to us without speaking with your bankruptcy attorney or the Bankruptcy Court. If you want to contact us about your account or your bankruptcy proceeding, please have your attorney contact us.</p> <p><b>†BILLING RIGHTS SUMMARY</b> (In Case of Errors or Questions about Your Bill) If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number or notify us by email or website, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.</p> <p>† Special Rule for Credit Card Purchases If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.</p> <p>† Does not apply to business accounts</p> <p>Capital One supports information privacy protection: see our website at <a href="http://www.capitalone.com">www.capitalone.com</a> Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2008 Capital One</p>
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TC-08  
O1DM6056 - 1 - 03/26/08

## Changing Address?

Address.....  
.....

Home Phone.....

Alternate Phone.....

E-mail  
Address.....

Please print address or phone number changes above using blue or black ink.



## Not quite ready to make payments online?

No problem. Follow these simple steps to make sure we process your payments smoothly:

- Don't staple or paper clip your check to the payment slip.
- Be sure to use the payment envelope that came with your statement. *Using a different envelope could delay processing.*
- Please don't include any additional correspondence.
- Last but not least, be sure to write your 16-digit account number on your check.



Take control of your finances today!

Call 1-800-258-9319 to get up-to-date information about your account and make payments.  
It's not too late. Call now to get started.



Page 1 of 1 1-800-258-9319  
www.capitalone.com/solutions

Aug. 26 - Nov. 25, 2011

MASTERCARD PLATINUM			3245
NEW BALANCE	PAYMENT DUE	DUE DATE	
\$955.47	\$955.47	Past Due	
Available Credit: \$0.00			

**IMPORTANT ACCOUNT UPDATES**  
Your full balance is due. Any payment you make will reduce your balance and help pay off your debt faster. The amount you owe may differ if you've entered into a separate payment agreement.

Previous Balance		Payments and Credits		Fees		Interest Charged		New Balance
\$914.16	-	\$0.00	+	\$0.00	+	\$41.31	=	\$955.47

TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR KIRK J NYBERG #3245

FEES			
Total Fees This Period			\$0.00
Total Fees This Year			\$70.00
INTEREST CHARGED			
1	25 SEP	INTEREST CHARGE	\$13.92
2	25 OCT	INTEREST CHARGE	\$13.47
3	25 NOV	INTEREST CHARGE	\$13.92
Total Interest This Period			\$41.31
Total Interest This Year			\$153.01

Help is Available.  
Just pick up the phone.



Call 1-800-258-9319 and a specially trained agent will be happy to help you check your balance and make payments.

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Interest Bearing	19.650%	\$834.06	\$41.31

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM/SOLUTIONS TO MAKE YOUR PAYMENT ONLINE

1 3245 25 0955470000000955470



Account Number: 3245

Due Date	New Balance	Amount Enclosed
Past Due	\$955.47	.

KIRK J NYBERG  
710 NW AUTUMNCREEK WAY  
APT 1925  
BEAVERTON, OR 97006-9008

Manage your account online.



Visit www.capitalone.com/solutions to manage your account online. Have information at your fingertips 24/7 without picking up the phone.

Capital One Bank (USA), N.A.  
P.O. BOX 71083  
CHARLOTTE, NC 28272-1083  
[Barcode]

**How is the Interest Charge applied?** Interest charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first calendar day of the billing period. Interest charges accrue on every unpaid amount until it is paid in full. However, we reserve the right to not assess interest charges at any time.

**How did you Calculate the Interest Charge?** There are several calculations that are used to determine your total interest charge. 1. To get your Daily Balance: 1) take the current balance from when your account charged-off. 2) For each day after, subtract the payments, credits, and adjustments as of that day. The result is the daily interest bearing balance. 2. To find your Average Daily Interest Bearing Balance: 1) add the daily interest bearing balances together and 2) divide the sum by the number of days the interest rate was in effect. 3. Estimate your Total Interest Charge: 1) multiply your average daily balance by the daily periodic rate and 2) multiply the result by the number of days the interest rate was in effect. NOTE: Due to rounding, balance adjustments, or returned payments, this calculation may vary from the interest charge actually assessed.

**Is the Payment Due a Payoff Amount?** No. All stated amounts are owed on the date of the statement. However, because interest, late charges and other charges might change from day to day as provided in your customer agreement, the amount due on the day you pay may be larger. For example, if you pay the amount stated in this statement, your account might still have a balance after your payment is received. Also note that the amount you owe may differ if you've entered into a separate payment arrangement. Please call the number on the front of the statement for an exact payoff amount.

**Are there Additional Fees associated with my account?** Yes, under certain circumstances, you may be assessed a Returned Payment Fee. You will also be required to pay us all of our actual collection expenses, attorneys' fees and court costs unless the law does not allow us to collect these amounts. We reserve the right to not assess fees without prior notice and without waiving our right to assess a similar fee later.

**How do I Make Payments?** Payments may be made in several ways: 1. Online by going to [www.capitalone.com](http://www.capitalone.com) and logging into your account 2. Telephone Voice Response System by dialing 1-800-955-7070 and following the voice prompts. When you make a phone payment through our voice response system, you authorize us to initiate an ACH or electronic payment that will be debited from your bank account. Funds may be withdrawn from your bank account as soon as the same day we process your payment. 3. Calling our telephone center number 1-800-955-7070 and providing your information to our call center representative. 4. Payments by mail should be sent to the mailing address provided on the bottom portion of this statement. Payments will be credited to your account:

- For online, or over the phone as of the business day we receive it as long as they are made by 5 PM ET
- For mailed payments as of the business day we receive it, as long as: 1) you send the bottom portion of this statement and your check in the enclosed remittance envelope, and 2) your payment is received in one of our processing centers by 5pm local time. Please allow at least (7) business days for mail delivery. Mailed payments received by us at any other location or in any other form may not be credited as of the day we receive them.

**Do you Process Paper Checks as an Electronic Funds Transfer?** Payments will be processed in one of two ways: When you provide a check or check information to make a payment, you authorize us or our agents to use the information to make a one time ACH transaction or other electronic fund transfer from your deposit account. We may also use the information to process the payment as a check transaction.

**What if I file for Bankruptcy?** If you are entitled to bankruptcy protection, this communication is for information only, it is not an attempt to collect, assess or recover a debt or claim. Do not send us payments without speaking with your bankruptcy attorney or the Bankruptcy Court. If you have questions about your account or bankruptcy proceeding, please have your attorney contact us. If you or your attorney would like to contact our bankruptcy claims servicer directly, please contact: Capital One PO Box 30285 Salt Lake City, UT 84130-0285

**BILLING RIGHTS SUMMARY** *(Does Not Apply to Small Business Accounts)*

**What To Do If You Think You Find A Mistake On Your Statement:** If you think there is an error on your statement, write to us at:

Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error, the following are true:
  - We cannot try to collect the amount in question, or report you as delinquent on that amount.
  - You do not need to pay any disputed amounts and related interest charges or fees until we send you a notice about the outcome of our investigation.
  - The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases:** If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

1. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify. 2. You must not yet have fully paid for the purchase

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

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# important notification

## of a change in terms to your account

Please refer to the **Important Notification of a change in terms** enclosed with this statement. It explains in detail how, consistent with new federal credit card rules, we've revised the following account terms and policies:

- Late Payment Fees
- Other Penalty Fees
- Limitations on APR increases

Please note that these same changes are being made to both older and newer accounts in an effort to consistently implement laws that only recently became effective.



Page 1 of 3 1-800-903-3637  
www.capitalone.com

Sep. 27 - Oct. 26, 2010 30 Days in Billing Cycle

Platinum MasterCard XXXX-XXXX-XXXX-3245

**NEW BALANCE** **MINIMUM PAYMENT** **DUE DATE**  
\$635.39 \$142.00 Nov 23, 2010



PLEASE PAY AT LEAST THIS AMOUNT

Credit Limit: \$500.00

Cash Credit Limit: \$500.00

Available Credit: \$0.00

Available Credit for Cash: \$0.00

**MINIMUM PAYMENT WARNING:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

Payment Amount Each Period If No Additional Charges Are Made	Approximate Time to Pay Off Statement Balance	Estimated Total Cost
Minimum Payment	8 Years	\$1,289

If you would like information about credit counseling services, call 1-888-326-8055.

**LATE PAYMENT WARNING:** If we do not receive your minimum payment by your due date, you may have to pay a late fee of up to \$35.00 and your APRs may be increased up to the Penalty APR of 29.40%.

Previous Balance

\$598.38

Payments and Credits

\$0.00

Fees and Interest Charged

\$37.01

Transactions

\$0.00

New Balance

\$635.39

You're behind by three payments. But you can bring your account current by paying the minimum payment amount on your statement. If you're having financial difficulties and you're feeling overwhelmed - we want to help. Give one of our associates a call at 1.800.955.6600. You'd be surprised what we can do together to work this out.

### TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR KIRK J NYBERG #3245

### FEES

1	23 OCT	PAST DUE FEE	\$25.00
Total Fees This Period			\$25.00
Total Fees This Year			\$115.00

### INTEREST CHARGED

INTEREST CHARGE: PURCHASES	\$3.92
INTEREST CHARGE: CASH	\$1.46
INTEREST CHARGE: SPECIAL PURCH	\$6.63
Total Interest This Period	\$12.01
Total Interest This Year	\$92.35

Transactions continue on page 2

## Help is Available.

Just pick up the phone.



Call 1-800-955-6600 and a specially trained agent will be happy to help you check your balance and make payments.

### INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	25.90% D	\$184.00	\$3.92
Cash	24.90% D	\$71.29	\$1.46
Special Purch	22.90% D	\$352.16	\$6.63

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE.

1 [REDACTED] 3245 26 0635390020000142003



Account Number [REDACTED] 3245

Due Date

Nov 23, 2010

New Balance

\$635.39

Minimum Payment

\$142.00

Amount Enclosed

.

PLEASE PAY AT LEAST THIS AMOUNT

KIRK J NYBERG  
6965 NE RONLER WAY APT 1925  
HILLSBORO, OR 97124-7926



## Take advantage. Take control.

Manage your account online  
at [www.capitalone.com](http://www.capitalone.com)

- Make payments
- Review account information
- Manage your account in privacy



400006

Capital One Bank (USA), N.A.  
P.O. Box 60599  
City of Industry, CA 91716-0599



Please make checks payable to Capital One Bank (USA), N.A. and mail with this coupon in the enclosed envelope.



**How can I avoid paying Interest Charges?** Each month you pay your "New Balance" in full, you will have a minimum grace period of 25 days with no interest charge on all new 1) purchases, 2) balance transfers, 3) special purchases and 4) other charges. If you have been paying your account in full with no interest charges applied and you do not pay your next bill in full, prorated interest charges will be assessed. There is no grace period on cash advances, special transfers, or on any new transaction when there is an unpaid balance from a previous bill.

**How is the Interest Charge applied?** Interest charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first calendar day of the billing period. Interest charges accrue on every unpaid amount until it is paid in full. This means you may owe interest charges even if you pay the entire "New Balance" one month, but did not do so for the previous month. Unpaid interest charges are added to the proper segment of your Account. However, we reserve the right to not assess interest charges at any time.

**Do you assess a Minimum Interest Charge?** Yes. A minimum INTEREST CHARGE of \$0.50 will be assessed for each billing period your account is subject to an interest charge.

**How did you Calculate the Interest Charge?** There are several calculations that are used to determine your total interest charge. 1. To get your Daily Balance: For each segment, 1) take the beginning balance and add in new transactions and the periodic interest charge on the previous day's balance. 2) Subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if you paid your previous month's balance in full (or if your balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. Also, transactions that are subject to a grace period are not added to the daily balances. 2. To find your Average Daily Balance: 1) add the daily balances together and 2) divide the sum by the number of days in the billing cycle. 3. Estimate your Total Interest Charge: 1) multiply your average daily balance by the daily periodic rate and 2) multiply the result by the number of days in the billing period. NOTE: Due to rounding or a minimum interest charge, this calculation may vary from the interest charge actually assessed.

**How can my variable Annual Percentage Rate (APR) change?** Your APR may increase or decrease based on one of seven standard indices reported in *The Wall Street Journal*. To find which index is used for your account, look for a code (P, L, C, S, D or F) on the front of this statement next to the APR(s). Then check the table below:

Code next to your Annual Percentage Rate (APR)	Index which your rates are based on	When your Annual Percentage Rate will change
P L C S	Quarterly Prime + margin previously disclosed to you Quarterly LIBOR + margin previously disclosed to you Quarterly CD + margin previously disclosed to you Bankcard Prime + margin previously disclosed to you	The first day of the billing periods that end in January, April, July and October.
D F G	Monthly Prime + margin previously disclosed to you Monthly LIBOR + margin previously disclosed to you Treasury LIBOR + margin previously disclosed to you	The first day of each monthly billing period.

**Are there Additional Fees associated with my account?** Yes, under certain circumstances, you may be assessed a Late or Returned Payment Fee. You may also be charged overlimit fees if permitted by law. We reserve the right to not assess fees without prior notice and without waiving our right to assess a similar fee later.

**How can I Close My Account?** You may close your account by calling or writing our Customer Relations Department. At that time, we will provide additional details including payment information. If you use your credit card or charges post to your account after you ask us to close it, we can keep your account open. To avoid paying any applicable membership fees, call to close your account prior to the end of the cycle in which it is scheduled to be billed.

**What happens if my Account is Suspended?** We may close or suspend your account and your right to obtain credit at any time and for any reason, even if you are not in default. Account suspension can be permanent or temporary. If your account is closed or suspended you must 1) stop using your credit card and account, 2) cancel all automatic payments, 3) destroy all credit cards and access checks, and 4) pay all amounts you owe us, even if they were charged after the account was closed or suspended.

**How do I Make Payments?** Payments you mail to us will be credited to your account as of the business day we receive it, as long as: 1) you send the bottom portion of this statement and your check in the enclosed remittance envelope, and 2) your payment is received in one of our processing centers by 5pm local time. Please allow at least (7) business days for mail delivery.

Mailed payments received by us at any other location or in any other form may not be credited as of the day we receive them.

**Do you Process Paper Checks as an Electronic Funds Transfer?** When you provide a check as payment, you authorize us and our agents either to use information from your check to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your deposit account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Your authorization is not limited by the date on the check. We may resubmit and electronically collect the returned payments.

**What if I file for Bankruptcy?** If you are entitled to bankruptcy protection, this communication is for information only, it is not an attempt to collect, assess or recover a debt or claim. Do not send us payments without speaking with your bankruptcy attorney or the Bankruptcy Court. If you or your attorney would like to contact our bankruptcy claims servicer directly, please contact: Capital One · PO Box 85167 · Richmond, VA 23285-5167

**BILLING RIGHTS SUMMARY** (Does Not Apply to Small Business Accounts)

**What To Do If You Think You Find A Mistake On Your Statement:** If you think there is an error on your statement, write to us at:  
Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285  
In your letter, give us the following information:  
· **Account information:** Your name and account number.  
· **Dollar amount:** The dollar amount of the suspected error.  
· **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.  
You must contact us within 60 days after the error appeared on your statement.  
You must notify us of any potential errors in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.  
While we investigate whether or not there has been an error, the following are true:  
· We cannot try to collect the amount in question, or report you as delinquent on that amount.  
· The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.  
· While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.  
· We can apply any unpaid amount against your credit limit.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases.** If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true: 1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.) 2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify. 3. You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:  
Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285  
While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

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Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved © 2010 Capital One

Changing Address?

Address.....  
.....

Home Phone .....  
Alternate Phone .....

E-mail  
Address.....

Please print address or phone number changes above using blue or black ink.



Not quite ready to make payments online?

No problem. Follow these simple steps to make sure we process your payments smoothly:

- Don't staple or paper clip your check to the payment slip.
- Be sure to use the payment envelope that came with your statement. *Using a different envelope could delay processing.*
- Please don't include any additional correspondence.
- Last but not least, be sure to write your 16-digit account number on your check.



MAKE A PAYMENT. AND TAKE CONTROL OF YOUR CREDIT WITH CAPITAL ONE.®

KIRK J NYBERG

Your account is temporarily unusable. The good news is, by paying the amount due on your statement, you can still bring your account into good standing.

Let’s work together to bring your account back to good standing.

You can make a payment with our free check by phone service or speak to an associate by calling 1.800.955.6600.

YOU’RE BEHIND BY  
3  
PAYMENTS

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Page 2 of 31-800-903-3637www.capitalone.com

Sep. 27 - Oct. 26, 201030 Days in Billing Cycle

Platinum MasterCardXXXX-XXXX-XXXX-3245

NEW BALANCE	MINIMUM PAYMENT	DUE DATE
\$635.39	\$142.00	Nov 23, 2010

Credit Limit:	\$500.00
Available Credit:	\$0.00
Cash Credit Limit:	\$500.00
Available Credit for Cash:	\$0.00

Previous Balance		Payments and Credits		Fees and Interest Charged		Transactions		New Balance
\$598.38	-	\$0.00	+	\$37.01	+	\$0.00	=	\$635.39

TRANSACTIONS CONTINUED

You were assessed a past due fee because your minimum payment was not received by the due date. To avoid this fee in the future, we recommend that you allow at least 7 business days for your minimum payment to reach Capital One.



# important notification

of a change in terms to your account

We’ve recently made changes to the following account terms and policies. Please take a minute to read about the changes to ensure you fully understand their impact.

## Important Changes to Your Account Terms

Effective December 5, 2010, your Late Payment Fee will change. This change is described in the table below. Please be aware, **you cannot decline** this change to your Late Payment Fee.

Revised Terms, as of December 5, 2010	
Late Payment (Past Due) Fee:	Up to \$35.

Late payment fees will now be based on the amount of the minimum payment due, and whether the account was late during the previous six billing cycles.

## Additional Changes to Your Account

### Changes to other penalty fees:

Consistent with new federal credit card rules, we’ve revised the following fee policies. **In no case will your fees be higher than they were before this change.** In some cases, your actual fees may be lower than the maximum amounts below:

**Over-the-credit-limit Fee:** Up to \$29. This fee can only be applied to your account if you give us permission to charge a fee when you go over your credit limit.

**Returned Payment Fee:** Up to \$35.

### Limitations on Annual Percentage Rates (APR) Increases:

We’ve recently revised our policy on interest rate increases. These changes include the factors we may consider and notices we send when increasing rates. These changes are based on the new federal credit card rules. **We are not increasing your current rates at this time:**

- We may increase APRs on ***existing and new balances*** if your account is 60 or more days past due
- We may increase APRs for ***new transactions*** after your account has been open for a full year, based on any factors, including your creditworthiness and market conditions
- We’ll always send a notice that lists the main reasons for increasing your APRs at least 45 days before the increases take effect
- If we ever increase your APRs, we’ll periodically review your account to see if you’re eligible for a rate decrease



## Get extra peace of mind with CreditInform Premier

### For just \$8.99 per month, you can:

- Rest easy knowing your credit report is being monitored and you'll be notified of certain changes to your credit score.
- Receive Quarterly Credit Updates with a detailed summary of certain changes to your credit report.
- Access online resources to help you understand how your decisions may affect your credit rating.



Call 1-866-226-3745 or visit [mycreditinform.com](http://mycreditinform.com) for details.



Page 1 of 1 1-800-903-3637  
www.capitalone.com

Mar. 27 - Apr. 26, 2010 31 Days in Billing Cycle

#### MASTERCARD PLATINUM

XXXX-XXXX-XXXX-3245

**NEW BALANCE**  
\$438.74

**MINIMUM PAYMENT**  
\$17.00

**DUE DATE**  
May 23, 2010



PLEASE PAY AT LEAST THIS AMOUNT

Credit Limit: \$500.00

Cash Credit Limit: \$500.00

Available Credit: \$61.26

Available Credit for Cash: \$61.26

**MINIMUM PAYMENT WARNING:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

Payment Amount Each Period If No Additional Charges Are Made	Approximate Time to Pay Off Statement Balance	Estimated Total Cost
Minimum Payment	5 Years	\$646.00
\$17.04	3 Years	\$613.57

Your estimated savings if you pay off this balance in 3 years: \$32.43

If you would like information about credit counseling services, call 1-888-326-8055.

**LATE PAYMENT WARNING:** If we do not receive your minimum payment by your due date, you may have to pay a \$39.00 late fee and your APRs may be increased up to the Penalty APR of 29.40%.

#### Previous Balance

\$449.84

#### Payments and Credits

\$20.00

#### Fees and Interest Charged

\$8.90

#### Transactions

\$0.00

#### New Balance

\$438.74

#### TRANSACTIONS

##### PAYMENTS, CREDITS & ADJUSTMENTS FOR KIRK J NYBERG #3245

1 21 APR ELECTRONIC PAYMENT (\$20.00)

#### FEES

Total Fees This Period \$0.00  
Total Fees This Year \$0.00

#### INTEREST CHARGED

INTEREST CHARGE: PURCHASES \$0.30  
INTEREST CHARGE: CASH \$1.33  
INTEREST CHARGE: SPECIAL PURCH \$7.27  
Total Interest This Period \$8.90  
Total Interest This Year \$35.67



Credit cards are only part  
of the equation.

Learn about all the ways we can serve your needs at  
[capitalone.com](http://capitalone.com)

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#### INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	25.90% D	\$13.77	\$0.30
Cash	24.90% D	\$62.90	\$1.33
Special Purch	22.90% D	\$373.61	\$7.27

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO [WWW.CAPITALONE.COM](http://WWW.CAPITALONE.COM) TO MAKE YOUR PAYMENT ONLINE.

1 [REDACTED] 3245 26 0438740020000017000



Account Number: [REDACTED] 3245

Due Date

May 23, 2010

New Balance

\$438.74

Minimum Payment

\$17.00

Amount Enclosed

.

PLEASE PAY AT LEAST  
THIS AMOUNT

### BE SAFE!

Your trash could be an identity thief's gold. **Manage your account online** and end the paper trail.

Sign up at [www.capitalone.com](http://www.capitalone.com)



KIRK J NYBERG  
6965 NE RONLER WAY APT 1925  
HILLSBORO, OR 97124-7926



Capital One Bank (USA), N.A.  
P.O. Box 60599  
City of Industry, CA 91716-0599



Please make checks payable to Capital One Bank (USA), N.A. and mail with this coupon in the enclosed envelope.



### 3 Ways to protect yourself from online scams ...

- 1) Don't reply to emails or click on links that ask you to verify personal account information. We'll never ask you to do that.
- 2) Contact the company that is seeking your information to verify it is a legitimate request.
- 3) Check your bank and credit card statements for unauthorized charges.

Get extra peace of mind with CreditInform Premier at 1-866-226-3745 or mycreditinform.com

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26

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P L C S	Quarterly Prime + margin previously disclosed to you Quarterly LIBOR + margin previously disclosed to you Quarterly CD + margin previously disclosed to you Bankcard Prime + margin previously disclosed to you	The first day of the billing periods that end in January, April, July and October.
D F G	Monthly Prime + margin previously disclosed to you Monthly LIBOR + margin previously disclosed to you Treasury LIBOR + margin previously disclosed to you	The first day of each monthly billing period.

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Mailed payments received by us at any other location or in any other form may not be credited as of the day we receive them.

**Do you Process Paper Checks as an Electronic Funds Transfer?** When you provide a check as payment, you authorize us and our agents either to use information from your check to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your deposit account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Your authorization is not limited by the date on the check. We may resubmit and electronically collect the returned payments.

**What if I file for Bankruptcy?** If you are entitled to bankruptcy protection, this communication is for information only, it is not an attempt to collect, assess or recover a debt or claim. Do not send us payments without speaking with your bankruptcy attorney or the Bankruptcy Court. If you or your attorney would like to contact our bankruptcy claims servicer directly, please contact: Capital One · PO Box 85167 · Richmond, VA 23285-5167

**BILLING RIGHTS SUMMARY** (Does Not Apply to Small Business Accounts)

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Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us or notify us by website, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error, the following are true:
  - We cannot try to collect the amount in question, or report you as delinquent on that amount.
  - You do not need to pay any disputed amounts and related interest charges or fees until we send you a notice about the outcome of our investigation.
  - The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
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P.O. Box 30285  
Salt Lake City, UT 84130-0285

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

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TC-08  
03/01/10

### Changing Address?

Address.....  
.....

Home Phone .....

Alternate Phone .....

E-mail  
Address.....

Please print address or phone number changes above using blue or black ink.



### Not quite ready to make payments online?

No problem. Follow these simple steps to make sure we process your payments smoothly:

- Don't staple or paper clip your check to the payment slip.
- Be sure to use the payment envelope that came with your statement. *Using a different envelope could delay processing.*
- Please don't include any additional correspondence.
- Last but not least, be sure to write your 16-digit account number on your check.





# Get smart about credit.



- Learn more about what a higher FICO score will do for you.
- Find out what your credit score is used for.
- Discover ways to minimize the fees you pay on your account.

All this and more awaits you at [capitalone.com/financialeducation](http://capitalone.com/financialeducation)

Page 1 of 1 1-800-903-3637  
www.capitalone.com

Jun. 27 - Jul. 26, 2010 30 Days in Billing Cycle

## MASTERCARD PLATINUM

XXXX-XXXX-XXXX-3245

**NEW BALANCE**  
\$422.10

**MINIMUM PAYMENT**  
\$16.00

**DUE DATE**  
Aug 23, 2010



PLEASE PAY AT LEAST THIS AMOUNT

Credit Limit: \$500.00

Cash Credit Limit: \$500.00

Available Credit: \$77.90

Available Credit for Cash: \$77.90

**MINIMUM PAYMENT WARNING:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

Payment Amount Each Period If No Additional Charges Are Made	Approximate Time to Pay Off Statement Balance	Estimated Total Cost
Minimum Payment	6 Years	\$807

If you would like information about credit counseling services, call 1-888-326-8055.

**LATE PAYMENT WARNING:** If we do not receive your minimum payment by your due date, you may have to pay a \$39.00 late fee and your APRs may be increased up to the Penalty APR of 29.40%.

### Previous Balance

\$433.79

### Payments and Credits

\$20.00

### Fees and Interest Charged

\$8.31

### Transactions

\$0.00

### New Balance

\$422.10

## TRANSACTIONS

### PAYMENTS, CREDITS & ADJUSTMENTS FOR KIRK J NYBERG #3245

1 19 JUL ELECTRONIC PAYMENT (\$20.00)

### FEES

Total Fees This Period \$0.00  
Total Fees This Year \$0.00

### INTEREST CHARGED

INTEREST CHARGE: PURCHASES \$0.46  
INTEREST CHARGE: CASH \$1.37  
INTEREST CHARGE: SPECIAL PURCH \$6.48  
Total Interest This Period \$8.31  
Total Interest This Year \$60.85

## Don't understand credit?

That's because you've never had a teacher like this:



[capitalone.com/financialeducation](http://capitalone.com/financialeducation)

Check it out on your schedule, 24/7.

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## INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	25.90% D	\$21.48	\$0.46
Cash	24.90% D	\$66.94	\$1.37
Special Purch	22.90% D	\$344.06	\$6.48

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE.

1 [REDACTED] 3245 26 0422100020000016006



Account Number: [REDACTED] 3245

Due Date

Aug 23, 2010

New Balance

\$422.10

Minimum Payment

\$16.00

Amount Enclosed

.

PLEASE PAY AT LEAST THIS AMOUNT

KIRK J NYBERG  
6965 NE RONLER WAY APT 1925  
HILLSBORO, OR 97124-7926



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Please make checks payable to Capital One Bank (USA), N.A. and mail with this coupon in the enclosed envelope.



# Credit Basics at Your Fingertips



Get tips for managing your credit no matter what your financial situation:

- Credit Overview
- Credit for Small Businesses
- Credit for Young Adults
- Credit for Life Events

capitalone.com/financialeducation

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**How can I avoid paying Interest Charges?** Each month you pay your "New Balance" in full, you will have a minimum grace period of 25 days with no interest charge on all new 1) purchases, 2) balance transfers, 3) special purchases and 4) other charges. If you have been paying your account in full with no interest charges applied and you do not pay your next bill in full, prorated interest charges will be assessed. There is no grace period on cash advances, special transfers, or on any new transaction when there is an unpaid balance from a previous bill.

**How is the Interest Charge applied?** Interest charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first calendar day of the billing period. Interest charges accrue on every unpaid amount until it is paid in full. This means you may owe interest charges even if you pay the entire "New Balance" one month, but did not do so for the previous month. Unpaid interest charges are added to the proper segment of your Account. However, we reserve the right to not assess interest charges at any time.

**Do you assess a Minimum Interest Charge?** Yes. A minimum INTEREST CHARGE of \$0.50 will be assessed for each billing period your account is subject to an interest charge.

**How did you Calculate the Interest Charge?** There are several calculations that are used to determine your total interest charge. 1. To get your Daily Balance: For each segment, 1) take the beginning balance and add in new transactions and the periodic interest charge on the previous day's balance. 2) Subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if you paid your previous month's balance in full (or if your balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. Also, transactions that are subject to a grace period are not added to the daily balances. 2. To find your Average Daily Balance: 1) add the daily balances together and 2) divide the sum by the number of days in the billing cycle. 3. Estimate your Total Interest Charge: 1) multiply your average daily balance by the daily periodic rate and 2) multiply the result by the number of days in the billing period. NOTE: Due to rounding or a minimum interest charge, this calculation may vary from the interest charge actually assessed.

**How can my variable Annual Percentage Rate (APR) change?** Your APR may increase or decrease based on one of seven standard indices reported in *The Wall Street Journal*. To find which index is used for your account, look for a code (P, L, C, S, D or F) on the front of this statement next to the APR(s). Then check the table below:

Code next to your Annual Percentage Rate (APR)	Index which your rates are based on	When your Annual Percentage Rate will change
P L C S	Quarterly Prime + margin previously disclosed to you Quarterly LIBOR + margin previously disclosed to you Quarterly CD + margin previously disclosed to you Bankcard Prime + margin previously disclosed to you	The first day of the billing periods that end in January, April, July and October.
D F G	Monthly Prime + margin previously disclosed to you Monthly LIBOR + margin previously disclosed to you Treasury LIBOR + margin previously disclosed to you	The first day of each monthly billing period.

**Are there Additional Fees associated with my account?** Yes, under certain circumstances, you may be assessed a Late or Returned Payment Fee. You may also be charged overlimit fees if permitted by law. We reserve the right to not assess fees without prior notice and without waiving our right to assess a similar fee later.

**How can I Close My Account?** You may close your account by calling or writing our Customer Relations Department. At that time, we will provide additional details including payment information. If you use your credit card or charges post to your account after you ask us to close it, we can keep your account open. To avoid paying any applicable membership fees, call to close your account prior to the end of the cycle in which it is scheduled to be billed.

**What happens if my Account is Suspended?** We may close or suspend your account and your right to obtain credit at any time and for any reason, even if you are not in default. Account suspension can be permanent or temporary. If your account is closed or suspended you must 1) stop using your credit card and account, 2) cancel all automatic payments, 3) destroy all credit cards and access checks, and 4) pay all amounts you owe us, even if they were charged after the account was closed or suspended.

**How do I Make Payments?** Payments you mail to us will be credited to your account as of the business day we receive it, as long as: 1) you send the bottom portion of this statement and your check in the enclosed remittance envelope, and 2) your payment is received in one of our processing centers by 5pm local time. Please allow at least (7) business days for mail delivery.

Mailed payments received by us at any other location or in any other form may not be credited as of the day we receive them.

**Do you Process Paper Checks as an Electronic Funds Transfer?** When you provide a check as payment, you authorize us and our agents either to use information from your check to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your deposit account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Your authorization is not limited by the date on the check. We may resubmit and electronically collect the returned payments.

**What if I file for Bankruptcy?** If you are entitled to bankruptcy protection, this communication is for information only, it is not an attempt to collect, assess or recover a debt or claim. Do not send us payments without speaking with your bankruptcy attorney or the Bankruptcy Court. If you or your attorney would like to contact our bankruptcy claims servicer directly, please contact: Capital One · PO Box 85167 · Richmond, VA 23285-5167

**BILLING RIGHTS SUMMARY** (Does Not Apply to Small Business Accounts)

**What To Do If You Think You Find A Mistake On Your Statement:** If you think there is an error on your statement, write to us at:

Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

- While we investigate whether or not there has been an error, the following are true:
- We cannot try to collect the amount in question, or report you as delinquent on that amount.
  - The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
  - While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.
  - We can apply any unpaid amount against your credit limit.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases.** If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true: 1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.) 2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify. 3. You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

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TC-08  
05/01/10

## Changing Address?

Address .....

Home Phone .....

Alternate Phone .....

E-mail  
Address .....

Please print address or phone number changes above using blue or black ink.



## Not quite ready to make payments online?

No problem. Follow these simple steps to make sure we process your payments smoothly:

- Don't staple or paper clip your check to the payment slip.
- Be sure to use the payment envelope that came with your statement. *Using a different envelope could delay processing.*
- Please don't include any additional correspondence.
- Last but not least, be sure to write your 16-digit account number on your check.



Take control of your finances today!

Call 1-800-258-9319 to get up-to-date information about your account and make payments.  
It's not too late. Call now to get started.



Page 1 of 1 1-800-258-9319  
www.capitalone.com/solutions

Feb. 28 - May. 25, 2011

MASTERCARD PLATINUM		3245
NEW BALANCE	PAYMENT DUE	DUE DATE
\$872.85	\$872.85	Past Due
Available Credit: \$0.00		

**IMPORTANT ACCOUNT UPDATES**  
Your full balance is due. Any payment you make will reduce your balance and help pay off your debt faster. The amount you owe may differ if you've entered into a separate payment agreement.

Previous Balance		Payments and Credits		Fees		Interest Charged		New Balance
\$834.25	-	\$0.00	+	\$0.00	+	\$38.60	=	\$872.85

TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR KIRK J NYBERG #3245

FEES			
		Total Fees This Period	\$0.00
		Total Fees This Year	\$70.00
INTEREST CHARGED			
1	02 MAR	INTEREST CHARGE	\$0.89
2	02 APR	INTEREST CHARGE	\$13.92
3	02 MAY	INTEREST CHARGE	\$13.47
4	25 MAY	INTEREST CHARGE	\$10.32
		Total Interest This Period	\$38.60
		Total Interest This Year	\$70.39

Help is Available.  
Just pick up the phone.



Call 1-800-258-9319 and a specially trained agent will be happy to help you check your balance and make payments.

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Interest Bearing	19.650%	\$833.72	\$38.60

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM/SOLUTIONS TO MAKE YOUR PAYMENT ONLINE

1 3245 25 0872850000000872856



Account Number 3245

Due Date	New Balance	Amount Enclosed
Past Due	\$872.85	.

KIRK J NYBERG  
710 NW AUTUMNCREEK WAY  
APT 1925  
BEAVERTON, OR 97006-9008

Manage your account online.



Visit www.capitalone.com/solutions to manage your account online. Have information at your fingertips 24/7 without picking up the phone.

Capital One Bank (USA), N.A.  
P.O. BOX 71083  
CHARLOTTE, NC 28272-1083  
[Barcode]

**How is the Interest Charge applied?** Interest charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first calendar day of the billing period. Interest charges accrue on every unpaid amount until it is paid in full. However, we reserve the right to not assess interest charges at any time.

**How did you Calculate the Interest Charge?** There are several calculations that are used to determine your total interest charge.

1. To get your Daily Balance: 1) take the current balance from when your account charged-off. 2) For each day after, subtract the payments, credits, and adjustments as of that day. The result is the daily interest bearing balance.
  2. To find your Average Daily Interest Bearing Balance: 1) add the daily interest bearing balances together and 2) divide the sum by the number of days the interest rate was in effect.
  3. Estimate your Total Interest Charge: 1) multiply your average daily balance by the daily periodic rate and 2) multiply the result by the number of days the interest rate was in effect.
- NOTE: Due to rounding, balance adjustments, or returned payments, this calculation may vary from the interest charge actually assessed.

**Is the Payment Due Payoff Amount?** No. All stated amounts are owed on the date of the statement. However, because interest, late charges and other charges might change from day to day as provided in your customer agreement, the amount due on the day you pay may be larger. For example, if you pay the amount stated in this statement, your account might still have a balance after your payment is received. Also note that the amount you owe may differ if you've entered into a separate payment arrangement. Please call the number on the front of the statement for an exact payoff amount.

**Are there Additional Fees associated with my account?** Yes, under certain circumstances, you may be assessed a Returned Payment Fee. You will also be required to pay us all of our actual collection expenses, attorneys' fees and court costs unless the law does not allow us to collect these amounts. We reserve the right to not assess fees without prior notice and without waiving our right to assess a similar fee later.

**How do I Make Payments?** Payments you mail to Capital One will be credited to your account as of the business day they are received, as long as: 1) you send the bottom portion of this statement and your check in the enclosed remittance envelope, and 2) your payment is received in Capital One's processing centers by 5 pm local time. Please allow at least seven (7) business days for mail delivery. Mailed Payments received by Capital One at any other location or in any other form may not be credited as of the day they are received.

**Do you Process Paper Checks as an Electronic Funds Transfer?** When you provide a check as payment, you authorize us and our agents either to use information from your check to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your deposit account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Your authorization is not limited by the date on the check. We may resubmit and electronically collect the returned payments.

**What if I file for Bankruptcy?** If you are entitled to bankruptcy protection, this communication is for information only, it is not an attempt to collect, assess or recover a debt or claim. Do not send us payments without speaking with your bankruptcy attorney or the Bankruptcy Court. If you have questions about your account or bankruptcy proceeding, please have your attorney contact us. If you or your attorney would like to contact our bankruptcy claims servicer directly, please contact: Capital One PO Box 30285 Salt Lake City, UT 84130-0285

**BILLING RIGHTS SUMMARY** (Does Not Apply to Small Business Accounts)

**What To Do If You Think You Find A Mistake On Your Statement:**

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Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error, the following are true:
  - We cannot try to collect the amount in question, or report you as delinquent on that amount.
  - You do not need to pay any disputed amounts and related interest charges or fees until we send you a notice about the outcome of our investigation.
  - The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
  - While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases:**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

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## Why open a Direct Banking account?

Because it's online, we offer higher rates than most traditional branch banks do on many accounts.

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- FDIC deposit insurance increased to \$250,000 (through 12/31/13)
- Convenient 24/7 account access\*

**MEMBER  
FDIC**



[www.capitalonedirect.com](http://www.capitalonedirect.com)

500303

Previous Balance	Payments & Credits	FINANCE CHARGE	Transactions	New Balance	Minimum Payment	Due Date
\$435.73	-\$17.00	+\$8.67	+\$42.45	\$469.85	\$17.00	Sep. 21, 2009

Jul. 28, 2009 — Aug. 26, 2009 Page 1 of 1



PLEASE PAY AT LEAST THIS AMOUNT

### MasterCard Platinum Account

3245

#### Your Account Information

TOTAL CREDIT LINE	\$500.00
TOTAL AVAILABLE CREDIT	\$30.15
CREDIT LINE FOR CASH	\$500.00
AVAILABLE CREDIT FOR CASH	\$30.15

#### Finance Charges (Please see reverse for important information)

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
Purchases	\$399.03	0.06274% D	22.90%	\$7.51
Cash	\$56.51	0.06822% D	24.90%	\$1.16

ANNUAL PERCENTAGE RATE applied this period: 22.84%

#### Payments, Credits & Adjustments

1	21 AUG	CAPITAL ONE ONLINE PYMT AuthDate 21-A UG	\$17.00-
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#### Transactions

2	09 AUG	WALGREENS #6831 Q03 HILLSBORO OR	\$4.02
3	10 AUG	WALGREENS #6831 Q03 HILLSBORO OR	\$4.02
4	11 AUG	WALGREENS #6831 Q03 HILLSBORO OR	\$7.95
5	11 AUG	SHELL OIL 574431455QPS HILLSBORO OR	\$5.00
6	12 AUG	RITE AID STORE 5345Q05 PORTLAND OR	\$4.65
7	14 AUG	WALGREENS #6831 Q03 HILLSBORO OR	\$4.01
8	17 AUG	RITE AID STORE 5345Q05 PORTLAND OR	\$4.65
9	20 AUG	SUBWAY 00270QPS HILLSBORO OR	\$3.50
10	20 AUG	RITE AID STORE 5345Q05 PORTLAND OR	\$4.65

Want a smarter way to save your money? At Capital One Direct Banking, our accounts are online - so we pass the savings on to you with higher interest than most traditional branch banks. And all of our savings options are backed by the security of FDIC insurance. Learn more at [capitalonedirect.com](http://capitalonedirect.com).



**At Your Service** - Go to [www.capitalone.com](http://www.capitalone.com) to manage your account, or Call: 1-800-903-3637 to report a lost or stolen card or speak to Customer Relations



**Pay Online** at [www.capitalone.com](http://www.capitalone.com) or mail your payment to: Capital One Bank (USA), N.A. • P.O. Box 60599 • City of Industry, CA 91716-0599



**Send Inquiries to:**  
Capital One P.O. Box 30285 • Salt Lake City UT 8, 41 00285



**Have a question about a charge on your statement?**  
Please refer to the Billing Rights Summary on the back of your statement or visit [www.capitalone.com/disputes](http://www.capitalone.com/disputes)

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO [WWW.CAPITALONE.COM](http://WWW.CAPITALONE.COM) TO MAKE YOUR PAYMENT ONLINE.

1 [REDACTED] 3245 26 0469850017000017004



Account Number: [REDACTED] 3245

Due Date

New Balance

Minimum Payment

Amount Enclosed

Sep. 21, 2009

\$469.85

\$17.00

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PLEASE PAY AT LEAST  
THIS AMOUNT

## Lend a hand. Save the land.

Manage your account online today—  
it's fast, easy and secure.

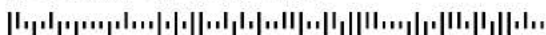
- ☑ Pay online anytime—no more checks, stamps or clutter.
- 📍 Moving? Change your address online or on the back.
- 🌱 Help save the planet—Go paperless.
- 🌐 Sign up at [www.capitalone.com](http://www.capitalone.com).

Capital One Bank (USA), N.A.  
P.O. Box 60599  
City of Industry, CA 91716-0599



#9023997048459516#

KIRK J NYBERG  
6965 NE RONLER WAY APT 1925  
HILLSBORO, OR 97124-7926



Please make checks payable to Capital One Bank (USA), N.A. and mail with this coupon in the enclosed envelope.

Convenient and secure certificates of deposit, money market and higher-interest savings accounts. Since you are banking “directly” with us, we can often offer higher money market and savings account rates than traditional branch banks.

How do I know my money is safe?

Unlike some investment options, your Capital One Direct Banking account is federally insured by the FDIC. For more information about how FDIC insurance protects your savings, visit [www.fdic.gov](http://www.fdic.gov).

www.capitalonedirect.com

\*Routine or unscheduled maintenance may impact accessibility.  
These products and services are offered by Capital One Bank (USA), N.A., and Capital One, N.A., members FDIC.  
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<p><b>1. How to Avoid a Finance Charge.</b></p> <p><b>a. Grace Period.</b> You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total "New Balance", in accordance with the Important Notice for payments below, and in time for it to be credited by your payment due date. There is no grace period on cash advances and special transfers. In addition, there is no grace period on any transaction if you do not pay the total "New Balance."</p> <p><b>b. Accruing Finance Charge.</b> Transactions which are not subject to a grace period are assessed finance charge 1) from the date of the transaction or 2) from the date the transaction is processed to your Account or 3) from the first calendar day of the current billing period. Additionally, if you did not pay the "New Balance" from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the payment due date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your Account.</p> <p><b>c. Minimum Finance Charge.</b> For each billing period that your account is subject to a finance charge, a minimum total FINANCE CHARGE of \$0.50 will be imposed.</p> <p><b>d. Temporary Reduction in Finance Charges.</b> We reserve the right to not assess any or all finance charges for any given billing period.</p> <p><b>2. Average Daily Balance (Including New Purchases) .</b> Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account. To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your new balance was zero or a credit amount), new transactions, which post to your purchase or special purchase segments are not added to the daily balances. We calculate the average daily balance by adding all the daily balances together and dividing the sum by the number of the days in the current billing cycle. To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis or due to minimum finance charge assessment, there may be a variance between this calculation and the amount of finance charge actually assessed.</p>	<p><b>3. Annual Percentage Rates (APR) .</b></p> <p><b>a.</b> The term "Annual Percentage Rate" may appear as "APR" on the front of this statement.</p> <p><b>b.</b> If the code P (Quarterly Prime), L (Quarterly LIBOR), C (Quarterly CD), or S (Bankcard Prime) appears on the front of this statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary quarterly and may increase or decrease based on the stated indices, as found in The Wall Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period covered by your periodic statement ending in the months of January, April, July and October.</p> <p><b>c.</b> If the code D (Monthly Prime), F (Monthly LIBOR), or G (Treasury LIBOR) appears on the front of your statement next to the periodic rate(s), the periodic rates and corresponding ANNUAL PERCENTAGE RATES may vary monthly and may increase or decrease based on the stated indices, as found in The Wall Street Journal, plus the margin previously disclosed to you. These changes will be effective on the first day of your billing period each month.</p> <p><b>4. Assessment of Late, Overlimit and Returned Payment Fees.</b> Under the terms of your customer agreement, we reserve the right to waive or not to assess any fees without prior notification to you without waiving our right to assess the same or similar fees at a later time.</p> <p><b>5. Membership Fee and Renewing Your Account.</b> If a membership fee appears on this statement, we will credit the fee if you request to close your account within 30 days of the mailing of this statement. You may continue to use the account during the 30 day period before your request. If you do not pay all charges owed on this account with in 90 days, or if you use your credit card or account after you request to close, any membership fee previously waived may be reinstated to your account.</p> <p><b>6. Closing or Suspending Your Account.</b> You may request that your account be closed by calling or writing our Customer Relations Department. At the time of your request, we will provide you with additional details on closing your account. This may include payment information. If you use your credit card or charges post to your account after you ask us to close your account, we can keep your account open or reopen it. We may close or suspend your account and your right to obtain credit. We may do this at any time and for any reason, even if you are not in default. A suspension of your account can be permanent or temporary. If your account is closed or suspended, you must stop using your credit card and account. You must also cancel all preauthorized billing arrangements to the account. We will not do this for you. If we close or permanently suspend your account, you must also destroy all credit cards and account access checks. You must still pay all amounts you owe us on the account, even if they were charged after your account is closed or suspended.</p> <p><b>7. Making Payments.</b> Payments you mail to us will be credited to your account as of the business day we receive it, provided (1) you send the bottom portion of this statement and your check in the enclosed remittance envelope and (2) your payment is received in our processing center by 3pm ET (12 noon PT). Please allow at least five (5) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them. Our business days are Monday through Saturday, excluding holidays.</p>	<p><b>8. Notice About Electronic Check Conversion.</b> When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your deposit account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Your authorization is not limited by the date on the check. We may resubmit and electronically collect returned payments.</p> <p><b>9. Bankruptcy.</b> If you are entitled to bankruptcy protections for your account, this communication is only for informational purposes. It is not an attempt to collect, assess or recover a debt or claim. Do not send any payments directly to us without speaking with your bankruptcy attorney or the Bankruptcy Court. If you want to contact us about your account or your bankruptcy proceeding, please have your attorney contact us.</p> <p>†BILLING RIGHTS SUMMARY (In Case of Errors or Questions about Your Bill) If you think your bill is wrong, or if you need more information on a transaction or bill, write to us on a separate sheet as soon as possible at the address for inquiries shown on the front of this statement. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can call our Customer Relations number or notify us by email or website, but doing so will not preserve your rights. In your letter, give us the following information: your name and account number, the dollar amount of the suspected error, a description of the error and an explanation, if possible, of why you believe there is an error; or if you need more information, a description of the item you are unsure about. You do not have to pay any amount in question while we are investigating it, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.</p> <p>† Special Rule for Credit Card Purchases If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. You have this protection only when the purchase price was more than \$50.00 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.) Please remember to sign all correspondence.</p> <p>† Does not apply to business accounts</p> <p>Capital One supports information privacy protection: see our website at <a href="http://www.capitalone.com">www.capitalone.com</a> Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved. © 2008 Capital One</p>
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TC-08  
O1DM6056 - 1 - 03/26/08

Changing Address?

Address.....  
.....

Home Phone.....

Alternate Phone.....

E-mail  
Address.....

Please print address or phone number changes above using blue or black ink.

Not quite ready to make payments online?

No problem. Follow these simple steps to make sure we process your payments smoothly:



- Don't staple or paper clip your check to the payment slip.
- Be sure to use the payment envelope that came with your statement. *Using a different envelope could delay processing.*
- Please don't include any additional correspondence.
- Last but not least, be sure to write your 16-digit account number on your check.





# TAKE CONTROL OF YOUR CAPITAL ONE ACCOUNT AND KEEP IT FROM BEING PERMANENTLY UNUSABLE.

KIRK J NYBERG

**YOU'RE BEHIND BY**

**4**

**PAYMENTS**

We're here to help. You can regain your charging privileges and bring your account back into good standing by paying the amount due on your statement.

Let's work together to bring your account back to good standing.

You can make a payment with our free check by phone service or speak to an associate by calling 1.800.955.6600.

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Page 1 of 2 1-800-903-3637  
www.capitalone.com

Oct. 27 - Nov. 26, 2010 31 Days in Billing Cycle

**Platinum MasterCard** XXXX-XXXX-XXXX-3245

NEW BALANCE	MINIMUM PAYMENT	DUE DATE
\$683.63	\$201.00	Dec 23, 2010

PLEASE PAY AT LEAST THIS AMOUNT

Credit Limit: \$500.00 Cash Credit Limit: \$500.00  
Available Credit: \$0.00 Available Credit for Cash: \$0.00

**MINIMUM PAYMENT WARNING:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

Payment Amount Each Period If No Additional Charges Are Made	Approximate Time to Pay Off Statement Balance	Estimated Total Cost
Minimum Payment	8 Years	\$1,339

If you would like information about credit counseling services, call 1-888-326-8055.

**LATE PAYMENT WARNING:** If we do not receive your minimum payment by your due date, you may have to pay a late fee of up to \$35.00 and your APRs may be increased up to the Penalty APR of 29.40%.

Previous Balance	Payments and Credits	Fees and Interest Charged	Transactions	New Balance
\$635.39	\$0.00	\$48.24	\$0.00	\$683.63

You're behind by four payments. But you can still bring your account current by paying the minimum payment amount on your statement. Need help? Give us a call at 1.800.955.6600. We'll work together to find a solution.

## TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR KIRK J NYBERG #3245

### FEES

1	23 NOV	PAST DUE FEE	\$35.00
Total Fees This Period			\$35.00
Total Fees This Year			\$150.00

### INTEREST CHARGED

INTEREST CHARGE: PURCHASES	\$4.72
INTEREST CHARGE: CASH	\$1.54
INTEREST CHARGE: SPECIAL PURCH	\$6.98
Total Interest This Period	\$13.24
Total Interest This Year	\$105.59

Transactions continue on page 2

**Help is Available.**  
Just pick up the phone.



Call 1-800-955-6600 and a specially trained agent will be happy to help you check your balance and make payments.

## INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	25.90% D	\$214.48	\$4.72
Cash	24.90% D	\$72.79	\$1.54
Special Purch	22.90% D	\$358.96	\$6.98

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE.

1 [REDACTED] 3245 26 0683630020000201001



Account Number [REDACTED] 3245

Due Date

New Balance

Minimum Payment

Amount Enclosed

Dec 23, 2010

\$683.63

\$201.00

.

PLEASE PAY AT LEAST THIS AMOUNT

KIRK J NYBERG  
6965 NE RONLER WAY APT 1925  
HILLSBORO, OR 97124-7926



**Take advantage. Take control.**

Manage your account online  
at [www.capitalone.com](http://www.capitalone.com)

- Make payments
- Review account information
- Manage your account in privacy



400006

Capital One Bank (USA), N.A.  
P.O. Box 60599  
City of Industry, CA 91716-0599



Please make checks payable to Capital One Bank (USA), N.A. and mail with this coupon in the enclosed envelope.



**How can I avoid paying Interest Charges?** Each month you pay your "New Balance" in full, you will have a minimum grace period of 25 days with no interest charge on all new 1) purchases, 2) balance transfers, 3) special purchases and 4) other charges. If you have been paying your account in full with no interest charges applied and you do not pay your next bill in full, prorated interest charges will be assessed. There is no grace period on cash advances, special transfers, or on any new transaction when there is an unpaid balance from a previous bill.

**How is the Interest Charge applied?** Interest charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first calendar day of the billing period. Interest charges accrue on every unpaid amount until it is paid in full. This means you may owe interest charges even if you pay the entire "New Balance" one month, but did not do so for the previous month. Unpaid interest charges are added to the proper segment of your Account. However, we reserve the right to not assess interest charges at any time.

**Do you assess a Minimum Interest Charge?** Yes. A minimum INTEREST CHARGE of \$0.50 will be assessed for each billing period your account is subject to an interest charge.

**How did you Calculate the Interest Charge?** There are several calculations that are used to determine your total interest charge. 1. To get your Daily Balance: For each segment, 1) take the beginning balance and add in new transactions and the periodic interest charge on the previous day's balance. 2) Subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if you paid your previous month's balance in full (or if your balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. Also, transactions that are subject to a grace period are not added to the daily balances. 2. To find your Average Daily Balance: 1) add the daily balances together and 2) divide the sum by the number of days in the billing cycle. 3. Estimate your Total Interest Charge: 1) multiply your average daily balance by the daily periodic rate and 2) multiply the result by the number of days in the billing period. NOTE: Due to rounding or a minimum interest charge, this calculation may vary from the interest charge actually assessed.

**How can my variable Annual Percentage Rate (APR) change?** Your APR may increase or decrease based on one of seven standard indices reported in *The Wall Street Journal*. To find which index is used for your account, look for a code (P, L, C, S, D or F) on the front of this statement next to the APR(s). Then check the table below:

Code next to your Annual Percentage Rate (APR)	Index which your rates are based on	When your Annual Percentage Rate will change
P L C S	Quarterly Prime + margin previously disclosed to you Quarterly LIBOR + margin previously disclosed to you Quarterly CD + margin previously disclosed to you Bankcard Prime + margin previously disclosed to you	The first day of the billing periods that end in January, April, July and October.
D F G	Monthly Prime + margin previously disclosed to you Monthly LIBOR + margin previously disclosed to you Treasury LIBOR + margin previously disclosed to you	The first day of each monthly billing period.

**Are there Additional Fees associated with my account?** Yes, under certain circumstances, you may be assessed a Late or Returned Payment Fee. You may also be charged overlimit fees if permitted by law. We reserve the right to not assess fees without prior notice and without waiving our right to assess a similar fee later.

**How can I Close My Account?** You may close your account by calling or writing our Customer Relations Department. At that time, we will provide additional details including payment information. If you use your credit card or charges post to your account after you ask us to close it, we can keep your account open. To avoid paying any applicable membership fees, call to close your account prior to the end of the cycle in which it is scheduled to be billed.

**What happens if my Account is Suspended?** We may close or suspend your account and your right to obtain credit at any time and for any reason, even if you are not in default. Account suspension can be permanent or temporary. If your account is closed or suspended you must 1) stop using your credit card and account, 2) cancel all automatic payments, 3) destroy all credit cards and access checks, and 4) pay all amounts you owe us, even if they were charged after the account was closed or suspended.

**How do I Make Payments?** Payments you mail to us will be credited to your account as of the business day we receive it, as long as: 1) you send the bottom portion of this statement and your check in the enclosed remittance envelope, and 2) your payment is received in one of our processing centers by 5pm local time. Please allow at least (7) business days for mail delivery.

Mailed payments received by us at any other location or in any other form may not be credited as of the day we receive them.

**Do you Process Paper Checks as an Electronic Funds Transfer?** When you provide a check as payment, you authorize us and our agents either to use information from your check to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your deposit account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Your authorization is not limited by the date on the check. We may resubmit and electronically collect the returned payments.

**What if I file for Bankruptcy?** If you are entitled to bankruptcy protection, this communication is for information only, it is not an attempt to collect, assess or recover a debt or claim. Do not send us payments without speaking with your bankruptcy attorney or the Bankruptcy Court. If you or your attorney would like to contact our bankruptcy claims servicer directly, please contact: Capital One · PO Box 85167 · Richmond, VA 23285-5167

**BILLING RIGHTS SUMMARY** (Does Not Apply to Small Business Accounts)

**What To Do If You Think You Find A Mistake On Your Statement:** If you think there is an error on your statement, write to us at:  
Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285  
In your letter, give us the following information:  
· **Account information:** Your name and account number.  
· **Dollar amount:** The dollar amount of the suspected error.  
· **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.  
You must contact us within 60 days after the error appeared on your statement.  
You must notify us of any potential errors in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.  
While we investigate whether or not there has been an error, the following are true:  
· We cannot try to collect the amount in question, or report you as delinquent on that amount.  
· The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.  
· While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.  
· We can apply any unpaid amount against your credit limit.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases.** If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true: 1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.) 2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify. 3. You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:  
Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285  
While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Capital One supports information privacy protection: see our website at [www.capitalone.com](http://www.capitalone.com)  
Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved © 2010 Capital One

Changing Address?

Address.....  
.....  
  
Home Phone .....  
Alternate Phone .....  
E-mail  
Address.....

Please print address or phone number changes above using blue or black ink.



Not quite ready to make payments online?

No problem. Follow these simple steps to make sure we process your payments smoothly:

- Don't staple or paper clip your check to the payment slip.
- Be sure to use the payment envelope that came with your statement. *Using a different envelope could delay processing.*
- Please don't include any additional correspondence.
- Last but not least, be sure to write your 16-digit account number on your check.



# Take Control with Online Statements

## Managing your account online is easy:

- Check your balance and view recent activity
- View and print copies of past statements
- Pay your bill online

Sign up at: [www.capitalone.com](http://www.capitalone.com)



Page 2 of 2 1-800-903-3637  
[www.capitalone.com](http://www.capitalone.com)

Oct. 27 - Nov. 26, 2010 31 Days in Billing Cycle

Platinum MasterCard			XXXX-XXXX-XXXX-3245
NEW BALANCE	MINIMUM PAYMENT	DUE DATE	
\$683.63	\$201.00	Dec 23, 2010	

Credit Limit:	\$500.00
Available Credit:	\$0.00
Cash Credit Limit:	\$500.00
Available Credit for Cash:	\$0.00

Previous Balance		Payments and Credits		Fees and Interest Charged		Transactions		New Balance
\$635.39	-	\$0.00	+	\$48.24	+	\$0.00	=	\$683.63

### TRANSACTIONS CONTINUED

You were assessed a past due fee because your minimum payment was not received by the due date. To avoid this fee in the future, we recommend that you allow at least 7 business days for your minimum payment to reach Capital One.

KIRK J NYBERG

**WHOOOPS!**

**You're behind  
by 1 payment.**

It could happen to anyone. Make sure you pay the amount  
due on your statement as soon as possible.

**Keeping your credit in good standing can  
do a lot more than you think.**

**GOOD CREDIT = GOOD CREDIT REFERENCES**

**BETTER INTEREST RATES**

(good credit could mean lower interest rates)

**IMPROVED CHANCES TO GET APPROVED FOR**

**LOANS** (when you want to buy a home or new car)

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Page 1 of 2 1-800-903-3637  
www.capitalone.com

Jul. 27 - Aug. 26, 2010 31 Days in Billing Cycle

Platinum MasterCard XXXX-XXXX-XXXX-3245		
NEW BALANCE	MINIMUM PAYMENT	DUE DATE
\$513.76	\$50.00	Sep 23, 2010
PLEASE PAY AT LEAST THIS AMOUNT		
Credit Limit: \$500.00 Cash Credit Limit: \$500.00		
Available Credit: \$0.00 Available Credit for Cash: \$0.00		

**MINIMUM PAYMENT WARNING:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

Payment Amount Each Period If No Additional Charges Are Made	Approximate Time to Pay Off Statement Balance	Estimated Total Cost
Minimum Payment	8 Years	\$1,075

If you would like information about credit counseling services, call 1-888-326-8055.

**LATE PAYMENT WARNING:** If we do not receive your minimum payment by your due date, you may have to pay a late fee of up to \$35.00 and your APRs may be increased up to the Penalty APR of 29.40%.

Previous Balance		Payments and Credits		Fees and Interest Charged		Transactions		New Balance
\$422.10	-	\$0.00	+	\$24.87	+	\$66.79	=	\$513.76

You're behind by one payment. Remember that paying the minimum payment by the due date keeps your account current. So make sure you send in the minimum payment to keep your account current.

**\*\*Important Notice\*\*** Your account was past due. Under the terms we previously disclosed to you, if your account is past due again in the next 12 billing cycles, your Annual Percentage Rates (APRs) may increase.

**Renewal Notice -** Your annual membership fee is \$49 and will be billed on your 09/2010 billing cycle. See both sides of the first page of this statement for important information about rates and interest charge calculation.

**TRANSACTIONS**

PAYMENTS, CREDITS & ADJUSTMENTS FOR KIRK J NYBERG #3245

**TRANSACTIONS FOR KIRK J NYBERG #3245**

1	13 AUG WALGREENS #6831	Q03HILLSBOROOR	\$5.17
2	14 AUG WALGREENS #6831	Q03HILLSBOROOR	\$4.18
3	16 AUG WALGREENS #6831	Q03HILLSBOROOR	\$4.18
4	17 AUG WALGREENS #6831	Q03HILLSBOROOR	\$4.18
5	18 AUG WALGREENS #6831	Q03HILLSBOROOR	\$4.18
6	18 AUG WALGREENS #6831	Q03HILLSBOROOR	\$5.18

Transactions continue on page 2

**Help is Available.**  
Just pick up the phone.



Call 1-800-955-6600 and a specially trained agent will be happy to help you check your balance and make payments.

**INTEREST CHARGE CALCULATION**

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	25.90% D	\$37.94	\$0.83
Cash	24.90% D	\$68.35	\$1.45
SpecialPurch	22.90% D	\$338.83	\$6.59

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE.

1 [REDACTED] 3245 26 0513760020000050004



Account Number: [REDACTED] 3245

Due Date New Balance Minimum Payment Amount Enclosed

Sep 23, 2010

\$513.76

\$50.00

.

PLEASE PAY AT LEAST  
THIS AMOUNT

KIRK J NYBERG  
6965 NE RONLER WAY APT 1925  
HILLSBORO, OR 97124-7926



**Take advantage. Take control.**

Manage your account online  
at [www.capitalone.com](http://www.capitalone.com)

- Make payments
- Review account information
- Manage your account in privacy



400006

Capital One Bank (USA), N.A.  
P.O. Box 60599  
City of Industry, CA 91716-0599





**How can I avoid paying Interest Charges?** Each month you pay your "New Balance" in full, you will have a minimum grace period of 25 days with no interest charge on all new 1) purchases, 2) balance transfers, 3) special purchases and 4) other charges. If you have been paying your account in full with no interest charges applied and you do not pay your next bill in full, prorated interest charges will be assessed. There is no grace period on cash advances, special transfers, or on any new transaction when there is an unpaid balance from a previous bill.

**How is the Interest Charge applied?** Interest charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first calendar day of the billing period. Interest charges accrue on every unpaid amount until it is paid in full. This means you may owe interest charges even if you pay the entire "New Balance" one month, but did not do so for the previous month. Unpaid interest charges are added to the proper segment of your Account. However, we reserve the right to not assess interest charges at any time.

**Do you assess a Minimum Interest Charge?** Yes. A minimum INTEREST CHARGE of \$0.50 will be assessed for each billing period your account is subject to an interest charge.

**How did you Calculate the Interest Charge?** There are several calculations that are used to determine your total interest charge. 1. To get your Daily Balance: For each segment, 1) take the beginning balance and add in new transactions and the periodic interest charge on the previous day's balance. 2) Subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if you paid your previous month's balance in full (or if your balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. Also, transactions that are subject to a grace period are not added to the daily balances. 2. To find your Average Daily Balance: 1) add the daily balances together and 2) divide the sum by the number of days in the billing cycle. 3. Estimate your Total Interest Charge: 1) multiply your average daily balance by the daily periodic rate and 2) multiply the result by the number of days in the billing period. NOTE: Due to rounding or a minimum interest charge, this calculation may vary from the interest charge actually assessed.

**How can my variable Annual Percentage Rate (APR) change?** Your APR may increase or decrease based on one of seven standard indices reported in *The Wall Street Journal*. To find which index is used for your account, look for a code (P, L, C, S, D or F) on the front of this statement next to the APR(s). Then check the table below:

Code next to your Annual Percentage Rate (APR)	Index which your rates are based on	When your Annual Percentage Rate will change
P L C S	Quarterly Prime + margin previously disclosed to you Quarterly LIBOR + margin previously disclosed to you Quarterly CD + margin previously disclosed to you Bankcard Prime + margin previously disclosed to you	The first day of the billing periods that end in January, April, July and October.
D F G	Monthly Prime + margin previously disclosed to you Monthly LIBOR + margin previously disclosed to you Treasury LIBOR + margin previously disclosed to you	The first day of each monthly billing period.

**Are there Additional Fees associated with my account?** Yes, under certain circumstances, you may be assessed a Late or Returned Payment Fee. You may also be charged overlimit fees if permitted by law. We reserve the right to not assess fees without prior notice and without waiving our right to assess a similar fee later.

**How can I Close My Account?** You may close your account by calling or writing our Customer Relations Department. At that time, we will provide additional details including payment information. If you use your credit card or charges post to your account after you ask us to close it, we can keep your account open. To avoid paying any applicable membership fees, call to close your account prior to the end of the cycle in which it is scheduled to be billed.

**What happens if my Account is Suspended?** We may close or suspend your account and your right to obtain credit at any time and for any reason, even if you are not in default. Account suspension can be permanent or temporary. If your account is closed or suspended you must 1) stop using your credit card and account, 2) cancel all automatic payments, 3) destroy all credit cards and access checks, and 4) pay all amounts you owe us, even if they were charged after the account was closed or suspended.

**How do I Make Payments?** Payments you mail to us will be credited to your account as of the business day we receive it, as long as: 1) you send the bottom portion of this statement and your check in the enclosed remittance envelope, and 2) your payment is received in one of our processing centers by 5pm local time. Please allow at least (7) business days for mail delivery.

Mailed payments received by us at any other location or in any other form may not be credited as of the day we receive them.

**Do you Process Paper Checks as an Electronic Funds Transfer?** When you provide a check as payment, you authorize us and our agents either to use information from your check to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your deposit account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Your authorization is not limited by the date on the check. We may resubmit and electronically collect the returned payments.

**What if I file for Bankruptcy?** If you are entitled to bankruptcy protection, this communication is for information only, it is not an attempt to collect, assess or recover a debt or claim. Do not send us payments without speaking with your bankruptcy attorney or the Bankruptcy Court. If you or your attorney would like to contact our bankruptcy claims servicer directly, please contact: Capital One · PO Box 85167 · Richmond, VA 23285-5167

**BILLING RIGHTS SUMMARY** (Does Not Apply to Small Business Accounts)

**What To Do If You Think You Find A Mistake On Your Statement:** If you think there is an error on your statement, write to us at:  
Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285  
In your letter, give us the following information:  
· **Account information:** Your name and account number.  
· **Dollar amount:** The dollar amount of the suspected error.  
· **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.  
You must contact us within 60 days after the error appeared on your statement.  
You must notify us of any potential errors in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.  
While we investigate whether or not there has been an error, the following are true:  
· We cannot try to collect the amount in question, or report you as delinquent on that amount.  
· The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.  
· While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.  
· We can apply any unpaid amount against your credit limit.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases.** If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true: 1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.) 2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify. 3. You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:  
Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285  
While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Capital One supports information privacy protection: see our website at [www.capitalone.com](http://www.capitalone.com)  
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Changing Address?

Address.....  
.....

Home Phone .....  
Alternate Phone .....

E-mail  
Address.....

Please print address or phone number changes above using blue or black ink.



Not quite ready to make payments online?

No problem. Follow these simple steps to make sure we process your payments smoothly:

- Don't staple or paper clip your check to the payment slip.
- Be sure to use the payment envelope that came with your statement. *Using a different envelope could delay processing.*
- Please don't include any additional correspondence.
- Last but not least, be sure to write your 16-digit account number on your check.



# Take Control with Online Statements

## Managing your account online is easy:

- Check your balance and view recent activity
- View and print copies of past statements
- Pay your bill online

Sign up at: [www.capitalone.com](http://www.capitalone.com)



Page 2 of 2 1-800-903-3637  
[www.capitalone.com](http://www.capitalone.com)

Jul. 27 - Aug. 26, 2010 31 Days in Billing Cycle

Platinum MasterCard			XXXX-XXXX-XXXX-3245
NEW BALANCE	MINIMUM PAYMENT	DUE DATE	
\$513.76	\$50.00	Sep 23, 2010	

Credit Limit:	\$500.00
Available Credit:	\$0.00
Cash Credit Limit:	\$500.00
Available Credit for Cash:	\$0.00

Previous Balance		Payments and Credits		Fees and Interest Charged		Transactions		New Balance
\$422.10	-	\$0.00	+	\$24.87	+	\$66.79	=	\$513.76

### TRANSACTIONS CONTINUED

#### TRANSACTIONS FOR KIRK J NYBERG #3245 (CONTINUED)

7	19 AUG WALGREENS #6831 Q03HILLSBOROOR	\$4.18
8	20 AUG WALGREENS #6831 Q03HILLSBOROOR	\$4.18
9	21 AUG WALGREENS #6831 Q03HILLSBOROOR	\$4.18
10	22 AUG TRIMET TVMPORTLANDOR	\$23.00
11	22 AUG WALGREENS #6831 Q03HILLSBOROOR	\$4.18
▶ Total Transactions This Period		\$66.79

#### FEES

1	23 AUG PAST DUE FEE	\$16.00
Total Fees This Period		\$16.00
Total Fees This Year		\$16.00

#### INTEREST CHARGED

INTEREST CHARGE: PURCHASES	\$0.83
INTEREST CHARGE: CASH	\$1.45
INTEREST CHARGE: SPECIAL PURCH	\$6.59
Total Interest This Period	\$8.87
Total Interest This Year	\$69.72

You were assessed a past due fee because your minimum payment was not received by the due date. To avoid this fee in the future, we recommend that you allow at least 7 business days for your minimum payment to reach Capital One.



KIRK J NYBERG

**YOU'RE BEHIND BY**

**2**

**PAYMENTS**

## LET'S TALK — WE'RE HERE TO HELP.

Sometimes unexpected expenses keep you from making your credit card payments. We understand. At Capital One®, we're here to help you keep your credit on track. Give us a call.

### Here are 3 easy ways to make a payment:

- Give one of our associates a call at 1.800.955.6600.
- Mail us the amount due on your statement.
- If you have Internet access, you can make a payment securely online by logging on to [www.capitalone.com](http://www.capitalone.com).

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Page 1 of 2 1-800-903-3637  
www.capitalone.com

Aug. 27 - Sep. 26, 2010 31 Days in Billing Cycle

Platinum MasterCard XXXX-XXXX-XXXX-3245		
NEW BALANCE	MINIMUM PAYMENT	DUE DATE
\$598.38	\$95.00	Oct 23, 2010
PLEASE PAY AT LEAST THIS AMOUNT		
Credit Limit: \$500.00 Cash Credit Limit: \$500.00		
Available Credit: \$0.00 Available Credit for Cash: \$0.00		

**MINIMUM PAYMENT WARNING:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

Payment Amount Each Period If No Additional Charges Are Made	Approximate Time to Pay Off Statement Balance	Estimated Total Cost
Minimum Payment	8 Years	\$1,270

If you would like information about credit counseling services, call 1-888-326-8055.

**LATE PAYMENT WARNING:** If we do not receive your minimum payment by your due date, you may have to pay a late fee of up to \$35.00 and your APRs may be increased up to the Penalty APR of 29.40%.

Previous Balance		Payments and Credits		Fees and Interest Charged		Transactions		New Balance
\$513.76	-	\$0.00	+	\$84.62	+	\$0.00	=	\$598.38

You're behind by two payments. Let's talk. If you're having financial difficulties and can't make your minimum payment - we want to help. Let's work together to find a solution.

#### TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR KIRK J NYBERG #3245

#### FEES

1	23 SEP	PAST DUE FEE	\$25.00
2	25 SEP	CAPITAL ONE MEMBER FEE	\$49.00
Total Fees This Period			\$74.00
Total Fees This Year			\$90.00

#### INTEREST CHARGED

INTEREST CHARGE: PURCHASES	\$2.42
INTEREST CHARGE: CASH	\$1.48
INTEREST CHARGE: SPECIAL PURCH	\$6.72
Total Interest This Period	\$10.62
Total Interest This Year	\$80.34

Transactions continue on page 2

**Help is Available.**  
Just pick up the phone.



Call 1-800-955-6600 and a specially trained agent will be happy to help you check your balance and make payments.

#### INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	25.90% D	\$109.88	\$2.42
Cash	24.90% D	\$69.82	\$1.48
Special Purch	22.90% D	\$345.49	\$6.72

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO [WWW.CAPITALONE.COM](http://WWW.CAPITALONE.COM) TO MAKE YOUR PAYMENT ONLINE.

1 [REDACTED] 3245 26 0598380020000095006



Account Number [REDACTED] 3245

Due Date New Balance Minimum Payment Amount Enclosed

Oct 23, 2010

\$598.38

\$95.00

.

PLEASE PAY AT LEAST  
THIS AMOUNT

KIRK J NYBERG  
6965 NE RONLER WAY APT 1925  
HILLSBORO, OR 97124-7926



### Take advantage. Take control.

Manage your account online  
at [www.capitalone.com](http://www.capitalone.com)

- Make payments
- Review account information
- Manage your account in privacy



400006

Capital One Bank (USA), N.A.  
P.O. Box 60599  
City of Industry, CA 91716-0599



Please make checks payable to Capital One Bank (USA), N.A. and mail with this coupon in the enclosed envelope.



**How can I avoid paying Interest Charges?** Each month you pay your "New Balance" in full, you will have a minimum grace period of 25 days with no interest charge on all new 1) purchases, 2) balance transfers, 3) special purchases and 4) other charges. If you have been paying your account in full with no interest charges applied and you do not pay your next bill in full, prorated interest charges will be assessed. There is no grace period on cash advances, special transfers, or on any new transaction when there is an unpaid balance from a previous bill.

**How is the Interest Charge applied?** Interest charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first calendar day of the billing period. Interest charges accrue on every unpaid amount until it is paid in full. This means you may owe interest charges even if you pay the entire "New Balance" one month, but did not do so for the previous month. Unpaid interest charges are added to the proper segment of your Account. However, we reserve the right to not assess interest charges at any time.

**Do you assess a Minimum Interest Charge?** Yes. A minimum INTEREST CHARGE of \$0.50 will be assessed for each billing period your account is subject to an interest charge.

**How did you Calculate the Interest Charge?** There are several calculations that are used to determine your total interest charge. 1. To get your Daily Balance: For each segment, 1) take the beginning balance and add in new transactions and the periodic interest charge on the previous day's balance. 2) Subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if you paid your previous month's balance in full (or if your balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. Also, transactions that are subject to a grace period are not added to the daily balances. 2. To find your Average Daily Balance: 1) add the daily balances together and 2) divide the sum by the number of days in the billing cycle. 3. Estimate your Total Interest Charge: 1) multiply your average daily balance by the daily periodic rate and 2) multiply the result by the number of days in the billing period. NOTE: Due to rounding or a minimum interest charge, this calculation may vary from the interest charge actually assessed.

**How can my variable Annual Percentage Rate (APR) change?** Your APR may increase or decrease based on one of seven standard indices reported in *The Wall Street Journal*. To find which index is used for your account, look for a code (P, L, C, S, D or F) on the front of this statement next to the APR(s). Then check the table below:

Code next to your Annual Percentage Rate (APR)	Index which your rates are based on	When your Annual Percentage Rate will change
P L C S	Quarterly Prime + margin previously disclosed to you Quarterly LIBOR + margin previously disclosed to you Quarterly CD + margin previously disclosed to you Bankcard Prime + margin previously disclosed to you	The first day of the billing periods that end in January, April, July and October.
D F G	Monthly Prime + margin previously disclosed to you Monthly LIBOR + margin previously disclosed to you Treasury LIBOR + margin previously disclosed to you	The first day of each monthly billing period.

**Are there Additional Fees associated with my account?** Yes, under certain circumstances, you may be assessed a Late or Returned Payment Fee. You may also be charged overlimit fees if permitted by law. We reserve the right to not assess fees without prior notice and without waiving our right to assess a similar fee later.

**How can I Close My Account?** You may close your account by calling or writing our Customer Relations Department. At that time, we will provide additional details including payment information. If you use your credit card or charges post to your account after you ask us to close it, we can keep your account open. To avoid paying any applicable membership fees, call to close your account prior to the end of the cycle in which it is scheduled to be billed.

**What happens if my Account is Suspended?** We may close or suspend your account and your right to obtain credit at any time and for any reason, even if you are not in default. Account suspension can be permanent or temporary. If your account is closed or suspended you must 1) stop using your credit card and account, 2) cancel all automatic payments, 3) destroy all credit cards and access checks, and 4) pay all amounts you owe us, even if they were charged after the account was closed or suspended.

**How do I Make Payments?** Payments you mail to us will be credited to your account as of the business day we receive it, as long as: 1) you send the bottom portion of this statement and your check in the enclosed remittance envelope, and 2) your payment is received in one of our processing centers by 5pm local time. Please allow at least (7) business days for mail delivery.

Mailed payments received by us at any other location or in any other form may not be credited as of the day we receive them.

**Do you Process Paper Checks as an Electronic Funds Transfer?** When you provide a check as payment, you authorize us and our agents either to use information from your check to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your deposit account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Your authorization is not limited by the date on the check. We may resubmit and electronically collect the returned payments.

**What if I file for Bankruptcy?** If you are entitled to bankruptcy protection, this communication is for information only, it is not an attempt to collect, assess or recover a debt or claim. Do not send us payments without speaking with your bankruptcy attorney or the Bankruptcy Court. If you or your attorney would like to contact our bankruptcy claims servicer directly, please contact: Capital One · PO Box 85167 · Richmond, VA 23285-5167

**BILLING RIGHTS SUMMARY** (Does Not Apply to Small Business Accounts)

**What To Do If You Think You Find A Mistake On Your Statement:** If you think there is an error on your statement, write to us at:  
Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285  
In your letter, give us the following information:  
· **Account information:** Your name and account number.  
· **Dollar amount:** The dollar amount of the suspected error.  
· **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.  
You must contact us within 60 days after the error appeared on your statement.  
You must notify us of any potential errors in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.  
While we investigate whether or not there has been an error, the following are true:  
· We cannot try to collect the amount in question, or report you as delinquent on that amount.  
· The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.  
· While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.  
· We can apply any unpaid amount against your credit limit.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases.** If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true: 1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.) 2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify. 3. You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:  
Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285  
While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

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Changing Address?

Address.....  
.....

Home Phone .....  
Alternate Phone .....

E-mail  
Address.....

Please print address or phone number changes above using blue or black ink.



Not quite ready to make payments online?

No problem. Follow these simple steps to make sure we process your payments smoothly:

- Don't staple or paper clip your check to the payment slip.
- Be sure to use the payment envelope that came with your statement. *Using a different envelope could delay processing.*
- Please don't include any additional correspondence.
- Last but not least, be sure to write your 16-digit account number on your check.



# Take Control with Online Statements

Managing your account online is easy:

- Check your balance and view recent activity
- View and print copies of past statements
- Pay your bill online

Sign up at: [www.capitalone.com](http://www.capitalone.com)



Page 2 of 2 1-800-903-3637  
[www.capitalone.com](http://www.capitalone.com)

Aug. 27 - Sep. 26, 2010 31 Days in Billing Cycle

Platinum MasterCard			XXXX-XXXX-XXXX-3245
NEW BALANCE	MINIMUM PAYMENT	DUE DATE	
\$598.38	\$95.00	Oct 23, 2010	

Credit Limit:	\$500.00
Available Credit:	\$0.00
Cash Credit Limit:	\$500.00
Available Credit for Cash:	\$0.00

Previous Balance		Payments and Credits		Fees and Interest Charged		Transactions		New Balance
\$513.76	-	\$0.00	+	\$84.62	+	\$0.00	=	\$598.38

TRANSACTIONS CONTINUED

You were assessed a past due fee because your minimum payment was not received by the due date. To avoid this fee in the future, we recommend that you allow at least 7 business days for your minimum payment to reach Capital One.



# important notification

## of a change in terms to your account

Please refer to the **Important Notification of a change in terms** enclosed with this statement. It explains in detail how, consistent with new federal credit card rules, we've revised the following account terms and policies:

- Late Payment Fees
- Other Penalty Fees
- Limitations on APR increases

Please note that these same changes are being made to both older and newer accounts in an effort to consistently implement laws that only recently became effective.



Page 1 of 3 1-800-903-3637  
www.capitalone.com

Sep. 27 - Oct. 26, 2010 30 Days in Billing Cycle

Platinum MasterCard

XXXX-XXXX-XXXX-3245

**NEW BALANCE**

**MINIMUM PAYMENT**

**DUE DATE**

**\$635.39**

**\$142.00**

**Nov 23, 2010**



PLEASE PAY AT LEAST THIS AMOUNT

Credit Limit: \$500.00

Cash Credit Limit: \$500.00

Available Credit: \$0.00

Available Credit for Cash: \$0.00

**MINIMUM PAYMENT WARNING:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

Payment Amount Each Period If No Additional Charges Are Made	Approximate Time to Pay Off Statement Balance	Estimated Total Cost
Minimum Payment	8 Years	\$1,289

If you would like information about credit counseling services, call 1-888-326-8055.

**LATE PAYMENT WARNING:** If we do not receive your minimum payment by your due date, you may have to pay a late fee of up to \$35.00 and your APRs may be increased up to the Penalty APR of 29.40%.

**Previous Balance**

\$598.38

**Payments and Credits**

\$0.00

**Fees and Interest Charged**

\$37.01

**Transactions**

\$0.00

**New Balance**

\$635.39

You're behind by three payments. But you can bring your account current by paying the minimum payment amount on your statement. If you're having financial difficulties and you're feeling overwhelmed - we want to help. Give one of our associates a call at 1.800.955.6600. You'd be surprised what we can do together to work this out.

### TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR KIRK J NYBERG #3245

### FEES

1	23 OCT	PAST DUE FEE	\$25.00
Total Fees This Period			\$25.00
Total Fees This Year			\$115.00

### INTEREST CHARGED

INTEREST CHARGE: PURCHASES	\$3.92
INTEREST CHARGE: CASH	\$1.46
INTEREST CHARGE: SPECIAL PURCH	\$6.63
Total Interest This Period	\$12.01
Total Interest This Year	\$92.35

Transactions continue on page 2

## Help is Available.

Just pick up the phone.



Call 1-800-955-6600 and a specially trained agent will be happy to help you check your balance and make payments.

### INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	25.90% D	\$184.00	\$3.92
Cash	24.90% D	\$71.29	\$1.46
Special Purch	22.90% D	\$352.16	\$6.63

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE.

1 [REDACTED] 3245 26 0635390020000142003



Account Number [REDACTED] 3245

Due Date

Nov 23, 2010

New Balance

\$635.39

Minimum Payment

\$142.00

Amount Enclosed

.

PLEASE PAY AT LEAST THIS AMOUNT

KIRK J NYBERG  
6965 NE RONLER WAY APT 1925  
HILLSBORO, OR 97124-7926



## Take advantage. Take control.

Manage your account online  
at [www.capitalone.com](http://www.capitalone.com)

- Make payments
- Review account information
- Manage your account in privacy



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Capital One Bank (USA), N.A.  
P.O. Box 60599  
City of Industry, CA 91716-0599



Please make checks payable to Capital One Bank (USA), N.A. and mail with this coupon in the enclosed envelope.



**How can I avoid paying Interest Charges?** Each month you pay your "New Balance" in full, you will have a minimum grace period of 25 days with no interest charge on all new 1) purchases, 2) balance transfers, 3) special purchases and 4) other charges. If you have been paying your account in full with no interest charges applied and you do not pay your next bill in full, prorated interest charges will be assessed. There is no grace period on cash advances, special transfers, or on any new transaction when there is an unpaid balance from a previous bill.

**How is the Interest Charge applied?** Interest charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first calendar day of the billing period. Interest charges accrue on every unpaid amount until it is paid in full. This means you may owe interest charges even if you pay the entire "New Balance" one month, but did not do so for the previous month. Unpaid interest charges are added to the proper segment of your Account. However, we reserve the right to not assess interest charges at any time.

**Do you assess a Minimum Interest Charge?** Yes. A minimum INTEREST CHARGE of \$0.50 will be assessed for each billing period your account is subject to an interest charge.

**How did you Calculate the Interest Charge?** There are several calculations that are used to determine your total interest charge. 1. To get your Daily Balance: For each segment, 1) take the beginning balance and add in new transactions and the periodic interest charge on the previous day's balance. 2) Subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if you paid your previous month's balance in full (or if your balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. Also, transactions that are subject to a grace period are not added to the daily balances. 2. To find your Average Daily Balance: 1) add the daily balances together and 2) divide the sum by the number of days in the billing cycle. 3. Estimate your Total Interest Charge: 1) multiply your average daily balance by the daily periodic rate and 2) multiply the result by the number of days in the billing period. NOTE: Due to rounding or a minimum interest charge, this calculation may vary from the interest charge actually assessed.

**How can my variable Annual Percentage Rate (APR) change?** Your APR may increase or decrease based on one of seven standard indices reported in *The Wall Street Journal*. To find which index is used for your account, look for a code (P, L, C, S, D or F) on the front of this statement next to the APR(s). Then check the table below:

Code next to your Annual Percentage Rate (APR)	Index which your rates are based on	When your Annual Percentage Rate will change
P L C S	Quarterly Prime + margin previously disclosed to you Quarterly LIBOR + margin previously disclosed to you Quarterly CD + margin previously disclosed to you Bankcard Prime + margin previously disclosed to you	The first day of the billing periods that end in January, April, July and October.
D F G	Monthly Prime + margin previously disclosed to you Monthly LIBOR + margin previously disclosed to you Treasury LIBOR + margin previously disclosed to you	The first day of each monthly billing period.

**Are there Additional Fees associated with my account?** Yes, under certain circumstances, you may be assessed a Late or Returned Payment Fee. You may also be charged overlimit fees if permitted by law. We reserve the right to not assess fees without prior notice and without waiving our right to assess a similar fee later.

**How can I Close My Account?** You may close your account by calling or writing our Customer Relations Department. At that time, we will provide additional details including payment information. If you use your credit card or charges post to your account after you ask us to close it, we can keep your account open. To avoid paying any applicable membership fees, call to close your account prior to the end of the cycle in which it is scheduled to be billed.

**What happens if my Account is Suspended?** We may close or suspend your account and your right to obtain credit at any time and for any reason, even if you are not in default. Account suspension can be permanent or temporary. If your account is closed or suspended you must 1) stop using your credit card and account, 2) cancel all automatic payments, 3) destroy all credit cards and access checks, and 4) pay all amounts you owe us, even if they were charged after the account was closed or suspended.

**How do I Make Payments?** Payments you mail to us will be credited to your account as of the business day we receive it, as long as: 1) you send the bottom portion of this statement and your check in the enclosed remittance envelope, and 2) your payment is received in one of our processing centers by 5pm local time. Please allow at least (7) business days for mail delivery.

Mailed payments received by us at any other location or in any other form may not be credited as of the day we receive them.

**Do you Process Paper Checks as an Electronic Funds Transfer?** When you provide a check as payment, you authorize us and our agents either to use information from your check to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your deposit account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Your authorization is not limited by the date on the check. We may resubmit and electronically collect the returned payments.

**What if I file for Bankruptcy?** If you are entitled to bankruptcy protection, this communication is for information only, it is not an attempt to collect, assess or recover a debt or claim. Do not send us payments without speaking with your bankruptcy attorney or the Bankruptcy Court. If you or your attorney would like to contact our bankruptcy claims servicer directly, please contact: Capital One · PO Box 85167 · Richmond, VA 23285-5167

**BILLING RIGHTS SUMMARY** (Does Not Apply to Small Business Accounts)

**What To Do If You Think You Find A Mistake On Your Statement:** If you think there is an error on your statement, write to us at:  
Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285  
In your letter, give us the following information:  
· **Account information:** Your name and account number.  
· **Dollar amount:** The dollar amount of the suspected error.  
· **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.  
You must contact us within 60 days after the error appeared on your statement.  
You must notify us of any potential errors in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.  
While we investigate whether or not there has been an error, the following are true:  
· We cannot try to collect the amount in question, or report you as delinquent on that amount.  
· The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.  
· While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.  
· We can apply any unpaid amount against your credit limit.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases.** If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true: 1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.) 2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify. 3. You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:  
Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285  
While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Capital One supports information privacy protection: see our website at [www.capitalone.com](http://www.capitalone.com)  
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Changing Address?

Address.....  
.....

Home Phone .....  
Alternate Phone .....

E-mail  
Address.....

Please print address or phone number changes above using blue or black ink.



Not quite ready to make payments online?

No problem. Follow these simple steps to make sure we process your payments smoothly:

- Don't staple or paper clip your check to the payment slip.
- Be sure to use the payment envelope that came with your statement. *Using a different envelope could delay processing.*
- Please don't include any additional correspondence.
- Last but not least, be sure to write your 16-digit account number on your check.



MAKE A PAYMENT. AND TAKE CONTROL OF YOUR CREDIT WITH CAPITAL ONE.®

KIRK J NYBERG

Your account is temporarily unusable. The good news is, by paying the amount due on your statement, you can still bring your account into good standing.

Let’s work together to bring your account back to good standing.

You can make a payment with our free check by phone service or speak to an associate by calling 1.800.955.6600.

YOU’RE BEHIND BY  
3  
PAYMENTS

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Page 2 of 31-800-903-3637www.capitalone.com

Sep. 27 - Oct. 26, 201030 Days in Billing Cycle

Platinum MasterCardXXXX-XXXX-XXXX-3245

NEW BALANCE	MINIMUM PAYMENT	DUE DATE
\$635.39	\$142.00	Nov 23, 2010

Credit Limit:	\$500.00
Available Credit:	\$0.00
Cash Credit Limit:	\$500.00
Available Credit for Cash:	\$0.00

Previous Balance		Payments and Credits		Fees and Interest Charged		Transactions		New Balance
\$598.38	-	\$0.00	+	\$37.01	+	\$0.00	=	\$635.39

TRANSACTIONS CONTINUED

You were assessed a past due fee because your minimum payment was not received by the due date. To avoid this fee in the future, we recommend that you allow at least 7 business days for your minimum payment to reach Capital One.



**important notification**  
of a change in terms to your account

We’ve recently made changes to the following account terms and policies. Please take a minute to read about the changes to ensure you fully understand their impact.

**Important Changes to Your Account Terms**

Effective December 5, 2010, your Late Payment Fee will change. This change is described in the table below. Please be aware, **you cannot decline** this change to your Late Payment Fee.

Revised Terms, as of December 5, 2010	
Late Payment (Past Due) Fee:	Up to <b>\$35</b> .

Late payment fees will now be based on the amount of the minimum payment due, and whether the account was late during the previous six billing cycles.

**Additional Changes to Your Account**

**Changes to other penalty fees:**

Consistent with new federal credit card rules, we’ve revised the following fee policies. **In no case will your fees be higher than they were before this change.** In some cases, your actual fees may be lower than the maximum amounts below:

**Over-the-credit-limit Fee:** Up to \$29. This fee can only be applied to your account if you give us permission to charge a fee when you go over your credit limit.

**Returned Payment Fee:** Up to \$35.

**Limitations on Annual Percentage Rates (APR) Increases:**

We’ve recently revised our policy on interest rate increases. These changes include the factors we may consider and notices we send when increasing rates. These changes are based on the new federal credit card rules. **We are not increasing your current rates at this time:**

- We may increase APRs on ***existing and new balances*** if your account is 60 or more days past due
- We may increase APRs for ***new transactions*** after your account has been open for a full year, based on any factors, including your creditworthiness and market conditions
- We’ll always send a notice that lists the main reasons for increasing your APRs at least 45 days before the increases take effect
- If we ever increase your APRs, we’ll periodically review your account to see if you’re eligible for a rate decrease





# TAKE CONTROL OF YOUR CAPITAL ONE ACCOUNT AND KEEP IT FROM BEING PERMANENTLY UNUSABLE.

KIRK J NYBERG

**YOU'RE BEHIND BY**

**4**

**PAYMENTS**

We're here to help. You can regain your charging privileges and bring your account back into good standing by paying the amount due on your statement.

Let's work together to bring your account back to good standing.

You can make a payment with our free check by phone service or speak to an associate by calling 1.800.955.6600.

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Page 1 of 2 1-800-903-3637  
www.capitalone.com

Oct. 27 - Nov. 26, 2010 31 Days in Billing Cycle

**Platinum MasterCard** XXXX-XXXX-XXXX-3245

NEW BALANCE	MINIMUM PAYMENT	DUE DATE
\$683.63	\$201.00	Dec 23, 2010

PLEASE PAY AT LEAST THIS AMOUNT

Credit Limit: \$500.00 Cash Credit Limit: \$500.00  
Available Credit: \$0.00 Available Credit for Cash: \$0.00

**MINIMUM PAYMENT WARNING:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

Payment Amount Each Period If No Additional Charges Are Made	Approximate Time to Pay Off Statement Balance	Estimated Total Cost
Minimum Payment	8 Years	\$1,339

If you would like information about credit counseling services, call 1-888-326-8055.

**LATE PAYMENT WARNING:** If we do not receive your minimum payment by your due date, you may have to pay a late fee of up to \$35.00 and your APRs may be increased up to the Penalty APR of 29.40%.

Previous Balance	Payments and Credits	Fees and Interest Charged	Transactions	New Balance
\$635.39	\$0.00	\$48.24	\$0.00	\$683.63

You're behind by four payments. But you can still bring your account current by paying the minimum payment amount on your statement. Need help? Give us a call at 1.800.955.6600. We'll work together to find a solution.

## TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR KIRK J NYBERG #3245

### FEES

1	23 NOV	PAST DUE FEE	\$35.00
Total Fees This Period			\$35.00
Total Fees This Year			\$150.00

### INTEREST CHARGED

INTEREST CHARGE: PURCHASES	\$4.72
INTEREST CHARGE: CASH	\$1.54
INTEREST CHARGE: SPECIAL PURCH	\$6.98
Total Interest This Period	\$13.24
Total Interest This Year	\$105.59

Transactions continue on page 2

**Help is Available.**  
Just pick up the phone.



Call 1-800-955-6600 and a specially trained agent will be happy to help you check your balance and make payments.

## INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	25.90% D	\$214.48	\$4.72
Cash	24.90% D	\$72.79	\$1.54
Special Purch	22.90% D	\$358.96	\$6.98

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE.

1 [REDACTED] 3245 26 0683630020000201001



Account Number [REDACTED] 3245

Due Date

New Balance

Minimum Payment

Amount Enclosed

Dec 23, 2010

\$683.63

\$201.00

.

PLEASE PAY AT LEAST THIS AMOUNT

KIRK J NYBERG  
6965 NE RONLER WAY APT 1925  
HILLSBORO, OR 97124-7926



**Take advantage. Take control.**

Manage your account online  
at [www.capitalone.com](http://www.capitalone.com)

- Make payments
- Review account information
- Manage your account in privacy



400006

Capital One Bank (USA), N.A.  
P.O. Box 60599  
City of Industry, CA 91716-0599



Please make checks payable to Capital One Bank (USA), N.A. and mail with this coupon in the enclosed envelope.

**How can I avoid paying Interest Charges?** Each month you pay your "New Balance" in full, you will have a minimum grace period of 25 days with no interest charge on all new 1) purchases, 2) balance transfers, 3) special purchases and 4) other charges. If you have been paying your account in full with no interest charges applied and you do not pay your next bill in full, prorated interest charges will be assessed. There is no grace period on cash advances, special transfers, or on any new transaction when there is an unpaid balance from a previous bill.

**How is the Interest Charge applied?** Interest charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first calendar day of the billing period. Interest charges accrue on every unpaid amount until it is paid in full. This means you may owe interest charges even if you pay the entire "New Balance" one month, but did not do so for the previous month. Unpaid interest charges are added to the proper segment of your Account. However, we reserve the right to not assess interest charges at any time.

**Do you assess a Minimum Interest Charge?** Yes. A minimum INTEREST CHARGE of \$0.50 will be assessed for each billing period your account is subject to an interest charge.

**How did you Calculate the Interest Charge?** There are several calculations that are used to determine your total interest charge. 1. To get your Daily Balance: For each segment, 1) take the beginning balance and add in new transactions and the periodic interest charge on the previous day's balance. 2) Subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if you paid your previous month's balance in full (or if your balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. Also, transactions that are subject to a grace period are not added to the daily balances. 2. To find your Average Daily Balance: 1) add the daily balances together and 2) divide the sum by the number of days in the billing cycle. 3. Estimate your Total Interest Charge: 1) multiply your average daily balance by the daily periodic rate and 2) multiply the result by the number of days in the billing period. NOTE: Due to rounding or a minimum interest charge, this calculation may vary from the interest charge actually assessed.

**How can my variable Annual Percentage Rate (APR) change?** Your APR may increase or decrease based on one of seven standard indices reported in *The Wall Street Journal*. To find which index is used for your account, look for a code (P, L, C, S, D or F) on the front of this statement next to the APR(s). Then check the table below:

Code next to your Annual Percentage Rate (APR)	Index which your rates are based on	When your Annual Percentage Rate will change
P L C S	Quarterly Prime + margin previously disclosed to you Quarterly LIBOR + margin previously disclosed to you Quarterly CD + margin previously disclosed to you Bankcard Prime + margin previously disclosed to you	The first day of the billing periods that end in January, April, July and October.
D F G	Monthly Prime + margin previously disclosed to you Monthly LIBOR + margin previously disclosed to you Treasury LIBOR + margin previously disclosed to you	The first day of each monthly billing period.

**Are there Additional Fees associated with my account?** Yes, under certain circumstances, you may be assessed a Late or Returned Payment Fee. You may also be charged overlimit fees if permitted by law. We reserve the right to not assess fees without prior notice and without waiving our right to assess a similar fee later.

**How can I Close My Account?** You may close your account by calling or writing our Customer Relations Department. At that time, we will provide additional details including payment information. If you use your credit card or charges post to your account after you ask us to close it, we can keep your account open. To avoid paying any applicable membership fees, call to close your account prior to the end of the cycle in which it is scheduled to be billed.

**What happens if my Account is Suspended?** We may close or suspend your account and your right to obtain credit at any time and for any reason, even if you are not in default. Account suspension can be permanent or temporary. If your account is closed or suspended you must 1) stop using your credit card and account, 2) cancel all automatic payments, 3) destroy all credit cards and access checks, and 4) pay all amounts you owe us, even if they were charged after the account was closed or suspended.

**How do I Make Payments?** Payments you mail to us will be credited to your account as of the business day we receive it, as long as: 1) you send the bottom portion of this statement and your check in the enclosed remittance envelope, and 2) your payment is received in one of our processing centers by 5pm local time. Please allow at least (7) business days for mail delivery.

Mailed payments received by us at any other location or in any other form may not be credited as of the day we receive them.

**Do you Process Paper Checks as an Electronic Funds Transfer?** When you provide a check as payment, you authorize us and our agents either to use information from your check to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your deposit account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Your authorization is not limited by the date on the check. We may resubmit and electronically collect the returned payments.

**What if I file for Bankruptcy?** If you are entitled to bankruptcy protection, this communication is for information only, it is not an attempt to collect, assess or recover a debt or claim. Do not send us payments without speaking with your bankruptcy attorney or the Bankruptcy Court. If you or your attorney would like to contact our bankruptcy claims servicer directly, please contact: Capital One · PO Box 85167 · Richmond, VA 23285-5167

**BILLING RIGHTS SUMMARY** (Does Not Apply to Small Business Accounts)

**What To Do If You Think You Find A Mistake On Your Statement:** If you think there is an error on your statement, write to us at:  
Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285  
In your letter, give us the following information:  
· **Account information:** Your name and account number.  
· **Dollar amount:** The dollar amount of the suspected error.  
· **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.  
You must contact us within 60 days after the error appeared on your statement.  
You must notify us of any potential errors in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.  
While we investigate whether or not there has been an error, the following are true:  
· We cannot try to collect the amount in question, or report you as delinquent on that amount.  
· The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.  
· While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.  
· We can apply any unpaid amount against your credit limit.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases.** If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true: 1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.) 2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify. 3. You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:  
Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285  
While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Capital One supports information privacy protection: see our website at [www.capitalone.com](http://www.capitalone.com)  
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Changing Address?

Address.....  
.....

Home Phone .....  
Alternate Phone .....

E-mail  
Address.....

Please print address or phone number changes above using blue or black ink.



Not quite ready to make payments online?

No problem. Follow these simple steps to make sure we process your payments smoothly:

- Don't staple or paper clip your check to the payment slip.
- Be sure to use the payment envelope that came with your statement. *Using a different envelope could delay processing.*
- Please don't include any additional correspondence.
- Last but not least, be sure to write your 16-digit account number on your check.



# Take Control with Online Statements

## Managing your account online is easy:

- Check your balance and view recent activity
- View and print copies of past statements
- Pay your bill online

Sign up at: [www.capitalone.com](http://www.capitalone.com)



Page 2 of 2      1-800-903-3637  
[www.capitalone.com](http://www.capitalone.com)

Oct. 27 - Nov. 26, 2010    31 Days in Billing Cycle

Platinum MasterCard			XXXX-XXXX-XXXX-3245
NEW BALANCE	MINIMUM PAYMENT	DUE DATE	
\$683.63	\$201.00	Dec 23, 2010	

Credit Limit:	\$500.00
Available Credit:	\$0.00
Cash Credit Limit:	\$500.00
Available Credit for Cash:	\$0.00

Previous Balance		Payments and Credits		Fees and Interest Charged		Transactions		New Balance
\$635.39	-	\$0.00	+	\$48.24	+	\$0.00	=	\$683.63

### TRANSACTIONS CONTINUED

You were assessed a past due fee because your minimum payment was not received by the due date. To avoid this fee in the future, we recommend that you allow at least 7 business days for your minimum payment to reach Capital One.





# IT'S STILL NOT TOO LATE.

KIRK J NYBERG

Your account is unusable. Please pay the amount due on your statement by the due date. Remember we're here to help!

**YOU'RE BEHIND BY**  
**5**  
**PAYMENTS**

Let's work together to find a solution that's right for you.

You can make a payment with our free check by phone service or speak to an associate by calling 1.800.955.6600.

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Page 1 of 2 1-800-903-3637  
www.capitalone.com

Nov. 27 - Dec. 26, 2010 30 Days in Billing Cycle

Platinum MasterCard XXXX-XXXX-XXXX-3245

**NEW BALANCE** **MINIMUM PAYMENT** **DUE DATE**  
\$732.46 \$261.00 Jan 23, 2011



PLEASE PAY AT LEAST THIS AMOUNT

Credit Limit: \$500.00 Cash Credit Limit: \$500.00  
Available Credit: \$0.00 Available Credit for Cash: \$0.00

**MINIMUM PAYMENT WARNING:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

Payment Amount Each Period If No Additional Charges Are Made	Approximate Time to Pay Off Statement Balance	Estimated Total Cost
Minimum Payment	8 Years	\$1,366

If you would like information about credit counseling services, call 1-888-326-8055.

**LATE PAYMENT WARNING:** If we do not receive your minimum payment by your due date, you may have to pay a late fee of up to \$35.00 and your APRs may be increased up to the Penalty APR of 29.40%.

Previous Balance		Payments and Credits		Fees and Interest Charged		Transactions		New Balance
\$683.63	-	\$0.00	+	\$48.83	+	\$0.00	=	\$732.46

You're behind by five payments. If you continue to miss payments your account is at risk of being charged off. Please don't let this happen. If you're feeling overwhelmed, call us at 1.800.955.6600. We'll work with you to resolve this matter.

## TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR KIRK J NYBERG #3245

## FEES

1	23 DEC	PAST DUE FEE	\$35.00
Total Fees This Period			\$35.00
Total Fees This Year			\$185.00

## INTEREST CHARGED

INTEREST CHARGE: PURCHASES	\$5.42
INTEREST CHARGE: CASH	\$1.52
INTEREST CHARGE: SPECIAL PURCH	\$6.89
Total Interest This Period	\$13.83
Total Interest This Year	\$119.42

Transactions continue on page 2

**Help is Available.**  
Just pick up the phone.



Call 1-800-955-6600 and a specially trained agent will be happy to help you check your balance and make payments.

## INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	25.90% D	\$254.69	\$5.42
Cash	24.90% D	\$74.32	\$1.52
Special Purch	22.90% D	\$365.89	\$6.89

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE.

1 [REDACTED] 3245 26 0732460020000261001



Account Number [REDACTED] 3245

Due Date New Balance Minimum Payment Amount Enclosed

Jan 23, 2011

\$732.46

\$261.00

.

PLEASE PAY AT LEAST  
THIS AMOUNT

KIRK J NYBERG  
6965 NE RONLER WAY APT 1925  
HILLSBORO, OR 97124-7926



**Take advantage. Take control.**

Manage your account online  
at [www.capitalone.com](http://www.capitalone.com)

- Make payments
- Review account information
- Manage your account in privacy



400006

Capital One Bank (USA), N.A.  
P.O. Box 60599  
City of Industry, CA 91716-0599



Please make checks payable to Capital One Bank (USA), N.A. and mail with this coupon in the enclosed envelope.

**How can I avoid paying Interest Charges?** Each month you pay your "New Balance" in full, you will have a minimum grace period of 25 days with no interest charge on all new 1) purchases, 2) balance transfers, 3) special purchases and 4) other charges. If you have been paying your account in full with no interest charges applied and you do not pay your next bill in full, prorated interest charges will be assessed. There is no grace period on cash advances, special transfers, or on any new transaction when there is an unpaid balance from a previous bill.

**How is the Interest Charge applied?** Interest charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first calendar day of the billing period. Interest charges accrue on every unpaid amount until it is paid in full. This means you may owe interest charges even if you pay the entire "New Balance" one month, but did not do so for the previous month. Unpaid interest charges are added to the proper segment of your Account. However, we reserve the right to not assess interest charges at any time.

**Do you assess a Minimum Interest Charge?** Yes. A minimum INTEREST CHARGE of \$0.50 will be assessed for each billing period your account is subject to an interest charge.

**How did you Calculate the Interest Charge?** There are several calculations that are used to determine your total interest charge. 1. To get your Daily Balance: For each segment, 1) take the beginning balance and add in new transactions and the periodic interest charge on the previous day's balance. 2) Subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if you paid your previous month's balance in full (or if your balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. Also, transactions that are subject to a grace period are not added to the daily balances. 2. To find your Average Daily Balance: 1) add the daily balances together and 2) divide the sum by the number of days in the billing cycle. 3. Estimate your Total Interest Charge: 1) multiply your average daily balance by the daily periodic rate and 2) multiply the result by the number of days in the billing period. NOTE: Due to rounding or a minimum interest charge, this calculation may vary from the interest charge actually assessed.

**How can my variable Annual Percentage Rate (APR) change?** Your APR may increase or decrease based on one of seven standard indices reported in *The Wall Street Journal*. To find which index is used for your account, look for a code (P, L, C, S, D or F) on the front of this statement next to the APR(s). Then check the table below:

Code next to your Annual Percentage Rate (APR)	Index which your rates are based on	When your Annual Percentage Rate will change
P L C S	Quarterly Prime + margin previously disclosed to you Quarterly LIBOR + margin previously disclosed to you Quarterly CD + margin previously disclosed to you Bankcard Prime + margin previously disclosed to you	The first day of the billing periods that end in January, April, July and October.
D F G	Monthly Prime + margin previously disclosed to you Monthly LIBOR + margin previously disclosed to you Treasury LIBOR + margin previously disclosed to you	The first day of each monthly billing period.

**Are there Additional Fees associated with my account?** Yes, under certain circumstances, you may be assessed a Late or Returned Payment Fee. You may also be charged overlimit fees if permitted by law. We reserve the right to not assess fees without prior notice and without waiving our right to assess a similar fee later.

**How can I Close My Account?** You may close your account by calling or writing our Customer Relations Department. At that time, we will provide additional details including payment information. If you use your credit card or charges post to your account after you ask us to close it, we can keep your account open. To avoid paying any applicable membership fees, call to close your account prior to the end of the cycle in which it is scheduled to be billed.

**What happens if my Account is Suspended?** We may close or suspend your account and your right to obtain credit at any time and for any reason, even if you are not in default. Account suspension can be permanent or temporary. If your account is closed or suspended you must 1) stop using your credit card and account, 2) cancel all automatic payments, 3) destroy all credit cards and access checks, and 4) pay all amounts you owe us, even if they were charged after the account was closed or suspended.

**How do I Make Payments?** Payments you mail to us will be credited to your account as of the business day we receive it, as long as: 1) you send the bottom portion of this statement and your check in the enclosed remittance envelope, and 2) your payment is received in one of our processing centers by 5pm local time. Please allow at least (7) business days for mail delivery.

Mailed payments received by us at any other location or in any other form may not be credited as of the day we receive them.

**Do you Process Paper Checks as an Electronic Funds Transfer?** When you provide a check as payment, you authorize us and our agents either to use information from your check to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your deposit account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Your authorization is not limited by the date on the check. We may resubmit and electronically collect the returned payments.

**What if I file for Bankruptcy?** If you are entitled to bankruptcy protection, this communication is for information only, it is not an attempt to collect, assess or recover a debt or claim. Do not send us payments without speaking with your bankruptcy attorney or the Bankruptcy Court. If you or your attorney would like to contact our bankruptcy claims servicer directly, please contact: Capital One · PO Box 85167 · Richmond, VA 23285-5167

**BILLING RIGHTS SUMMARY** (Does Not Apply to Small Business Accounts)

**What To Do If You Think You Find A Mistake On Your Statement:** If you think there is an error on your statement, write to us at:  
Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285  
In your letter, give us the following information:  
· Account information: Your name and account number.  
· Dollar amount: The dollar amount of the suspected error.  
· Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.  
You must contact us within 60 days after the error appeared on your statement.  
You must notify us of any potential errors in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.  
While we investigate whether or not there has been an error, the following are true:  
· We cannot try to collect the amount in question, or report you as delinquent on that amount.  
· The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.  
· While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.  
· We can apply any unpaid amount against your credit limit.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases.** If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true: 1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.) 2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify. 3. You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:  
Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285  
While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Capital One supports information privacy protection: see our website at [www.capitalone.com](http://www.capitalone.com)  
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Changing Address?

Address.....  
.....

Home Phone .....

Alternate Phone .....

E-mail  
Address.....

Please print address or phone number changes above using blue or black ink.



Not quite ready to make payments online?

No problem. Follow these simple steps to make sure we process your payments smoothly:

- Don't staple or paper clip your check to the payment slip.
- Be sure to use the payment envelope that came with your statement. *Using a different envelope could delay processing.*
- Please don't include any additional correspondence.
- Last but not least, be sure to write your 16-digit account number on your check.



# Take Control with Online Statements

**Managing your account online is easy:**

- Check your balance and view recent activity
- View and print copies of past statements
- Pay your bill online

Sign up at: [www.capitalone.com](http://www.capitalone.com)



Page 2 of 2      1-800-903-3637  
[www.capitalone.com](http://www.capitalone.com)

Nov. 27 - Dec. 26, 2010    30 Days in Billing Cycle

Platinum MasterCard			XXXX-XXXX-XXXX-3245
NEW BALANCE	MINIMUM PAYMENT	DUE DATE	
\$732.46	\$261.00	Jan 23, 2011	

Credit Limit:	\$500.00
Available Credit:	\$0.00
Cash Credit Limit:	\$500.00
Available Credit for Cash:	\$0.00

Previous Balance		Payments and Credits		Fees and Interest Charged		Transactions		New Balance
\$683.63	-	\$0.00	+	\$48.83	+	\$0.00	=	\$732.46

TRANSACTIONS CONTINUED

You were assessed a past due fee because your minimum payment was not received by the due date. To avoid this fee in the future, we recommend that you allow at least 7 business days for your minimum payment to reach Capital One.





KIRK J NYBERG

## IT'S TIME TO TAKE CONTROL OF YOUR DEBT. WE'RE HERE TO HELP.

Even if we report your account as charged off, you'll still be responsible for paying your debt. So why not call us to see what we can do together to keep you from receiving such a serious mark on your credit record?

**YOU'RE BEHIND BY**  
**6**  
**PAYMENTS**

Please contact us to find a solution that's right for you.

You can make a payment with our free check by phone service or speak to an associate by calling 1.800.955.6600.

Make sure you call or pay the amount due on your statement by the due date to eliminate the risk of being charged off.

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Page 1 of 2 1-800-903-3637  
www.capitalone.com

Dec. 27 - Jan. 26, 2011 31 Days in Billing Cycle

Platinum MasterCard XXXX-XXXX-XXXX-3245		
<b>NEW BALANCE</b>	<b>MINIMUM PAYMENT</b>	<b>DUE DATE</b>
<b>\$782.79</b>	<b>\$323.00</b>	<b>Feb 23, 2011</b>
PLEASE PAY AT LEAST THIS AMOUNT		
Credit Limit: \$500.00	Cash Credit Limit: \$500.00	
Available Credit: \$0.00	Available Credit for Cash: \$0.00	

**MINIMUM PAYMENT WARNING:** If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

Payment Amount Each Period If No Additional Charges Are Made	Approximate Time to Pay Off Statement Balance	Estimated Total Cost
Minimum Payment	8 Years	\$1,392

If you would like information about credit counseling services, call 1-888-326-8055.

**LATE PAYMENT WARNING:** If we do not receive your minimum payment by your due date, you may have to pay a late fee of up to \$35.00 and your APRs may be increased up to the Penalty APR of 29.40%.

Previous Balance		Payments and Credits		Fees and Interest Charged		Transactions		New Balance
\$732.46	-	\$0.00	+	\$50.33	+	\$0.00	=	\$782.79

You're behind by six payments. If we charge off your account due to late or missed payments, finance charges will continue to accrue. Act now to prevent this from happening. Please pay the minimum payment amount on your statement or give us a call at 1.800.955.6600. We're here to help. Take control of your credit with Capital One.

### TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR KIRK J NYBERG #3245

#### FEES

1	24 JAN	PAST DUE FEE	\$35.00
Total Fees This Period			\$35.00
Total Fees This Year			\$35.00

#### INTEREST CHARGED

INTEREST CHARGE: PURCHASES	\$6.48
INTEREST CHARGE: CASH	\$1.60
INTEREST CHARGE: SPECIAL PURCH	\$7.25
Total Interest This Period	\$15.33
Total Interest This Year	\$15.33

Transactions continue on page 2

**Help is Available.**  
Just pick up the phone.



Call 1-800-955-6600 and a specially trained agent will be happy to help you check your balance and make payments.

### INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	25.90% D	\$294.35	\$6.48
Cash	24.90% D	\$75.88	\$1.60
Special Purch	22.90% D	\$372.96	\$7.25

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM TO MAKE YOUR PAYMENT ONLINE.

1 [REDACTED] 3245 26 0782790020000323006



Account Number [REDACTED] 3245

Due Date New Balance Minimum Payment Amount Enclosed

Feb 23, 2011

\$782.79

\$323.00

.

PLEASE PAY AT LEAST  
THIS AMOUNT

**Take advantage. Take control.**

Manage your account online  
at [www.capitalone.com](http://www.capitalone.com)

- Make payments
- Review account information
- Manage your account in privacy



400006

KIRK J NYBERG  
6965 NE RONLER WAY APT 1925  
HILLSBORO, OR 97124-7926



Capital One Bank (USA), N.A.  
P.O. Box 60599  
City of Industry, CA 91716-0599



Please make checks payable to Capital One Bank (USA), N.A. and mail with this coupon in the enclosed envelope.

**How can I avoid paying Interest Charges?** Each month you pay your "New Balance" in full, you will have a minimum grace period of 25 days with no interest charge on all new 1) purchases, 2) balance transfers, 3) special purchases and 4) other charges. If you have been paying your account in full with no interest charges applied and you do not pay your next bill in full, prorated interest charges will be assessed. There is no grace period on cash advances, special transfers, or on any new transaction when there is an unpaid balance from a previous bill.

**How is the Interest Charge applied?** Interest charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first calendar day of the billing period. Interest charges accrue on every unpaid amount until it is paid in full. This means you may owe interest charges even if you pay the entire "New Balance" one month, but did not do so for the previous month. Unpaid interest charges are added to the proper segment of your Account. However, we reserve the right to not assess interest charges at any time.

**Do you assess a Minimum Interest Charge?** Yes. A minimum INTEREST CHARGE of \$0.50 will be assessed for each billing period your account is subject to an interest charge.

**How did you Calculate the Interest Charge?** There are several calculations that are used to determine your total interest charge. 1. To get your Daily Balance: For each segment, 1) take the beginning balance and add in new transactions and the periodic interest charge on the previous day's balance. 2) Subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if you paid your previous month's balance in full (or if your balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. Also, transactions that are subject to a grace period are not added to the daily balances. 2. To find your Average Daily Balance: 1) add the daily balances together and 2) divide the sum by the number of days in the billing cycle. 3. Estimate your Total Interest Charge: 1) multiply your average daily balance by the daily periodic rate and 2) multiply the result by the number of days in the billing period. NOTE: Due to rounding or a minimum interest charge, this calculation may vary from the interest charge actually assessed.

**How can my variable Annual Percentage Rate (APR) change?** Your APR may increase or decrease based on one of seven standard indices reported in *The Wall Street Journal*. To find which index is used for your account, look for a code (P, L, C, S, D or F) on the front of this statement next to the APR(s). Then check the table below:

Code next to your Annual Percentage Rate (APR)	Index which your rates are based on	When your Annual Percentage Rate will change
P L C S	Quarterly Prime + margin previously disclosed to you Quarterly LIBOR + margin previously disclosed to you Quarterly CD + margin previously disclosed to you Bankcard Prime + margin previously disclosed to you	The first day of the billing periods that end in January, April, July and October.
D F G	Monthly Prime + margin previously disclosed to you Monthly LIBOR + margin previously disclosed to you Treasury LIBOR + margin previously disclosed to you	The first day of each monthly billing period.

**Are there Additional Fees associated with my account?** Yes, under certain circumstances, you may be assessed a Late or Returned Payment Fee. You may also be charged overlimit fees if permitted by law. We reserve the right to not assess fees without prior notice and without waiving our right to assess a similar fee later.

**How can I Close My Account?** You may close your account by calling or writing our Customer Relations Department. At that time, we will provide additional details including payment information. If you use your credit card or charges post to your account after you ask us to close it, we can keep your account open. To avoid paying any applicable membership fees, call to close your account prior to the end of the cycle in which it is scheduled to be billed.

**What happens if my Account is Suspended?** We may close or suspend your account and your right to obtain credit at any time and for any reason, even if you are not in default. Account suspension can be permanent or temporary. If your account is closed or suspended you must 1) stop using your credit card and account, 2) cancel all automatic payments, 3) destroy all credit cards and access checks, and 4) pay all amounts you owe us, even if they were charged after the account was closed or suspended.

**How do I Make Payments?** Payments you mail to us will be credited to your account as of the business day we receive it, as long as: 1) you send the bottom portion of this statement and your check in the enclosed remittance envelope, and 2) your payment is received in one of our processing centers by 5pm local time. Please allow at least (7) business days for mail delivery.

Mailed payments received by us at any other location or in any other form may not be credited as of the day we receive them.

**Do you Process Paper Checks as an Electronic Funds Transfer?** When you provide a check as payment, you authorize us and our agents either to use information from your check to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your deposit account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Your authorization is not limited by the date on the check. We may resubmit and electronically collect the returned payments.

**What if I file for Bankruptcy?** If you are entitled to bankruptcy protection, this communication is for information only, it is not an attempt to collect, assess or recover a debt or claim. Do not send us payments without speaking with your bankruptcy attorney or the Bankruptcy Court. If you or your attorney would like to contact our bankruptcy claims servicer directly, please contact: Capital One · PO Box 85167 · Richmond, VA 23285-5167

**BILLING RIGHTS SUMMARY** (Does Not Apply to Small Business Accounts)

**What To Do If You Think You Find A Mistake On Your Statement:** If you think there is an error on your statement, write to us at:  
Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285  
In your letter, give us the following information:  
· **Account information:** Your name and account number.  
· **Dollar amount:** The dollar amount of the suspected error.  
· **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.  
You must contact us within 60 days after the error appeared on your statement.  
You must notify us of any potential errors in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.  
While we investigate whether or not there has been an error, the following are true:  
· We cannot try to collect the amount in question, or report you as delinquent on that amount.  
· The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.  
· While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.  
· We can apply any unpaid amount against your credit limit.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases.** If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true: 1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.) 2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify. 3. You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:  
Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285  
While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Capital One supports information privacy protection: see our website at [www.capitalone.com](http://www.capitalone.com)  
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Changing Address?

Address.....  
.....

Home Phone .....

Alternate Phone .....

E-mail  
Address.....

Please print address or phone number changes above using blue or black ink.



Not quite ready to make payments online?

No problem. Follow these simple steps to make sure we process your payments smoothly:

- Don't staple or paper clip your check to the payment slip.
- Be sure to use the payment envelope that came with your statement. *Using a different envelope could delay processing.*
- Please don't include any additional correspondence.
- Last but not least, be sure to write your 16-digit account number on your check.



# Take Control with Online Statements

## Managing your account online is easy:

- Check your balance and view recent activity
- View and print copies of past statements
- Pay your bill online

Sign up at: [www.capitalone.com](http://www.capitalone.com)



Page 2 of 2 1-800-903-3637  
[www.capitalone.com](http://www.capitalone.com)

Dec. 27 - Jan. 26, 2011 31 Days in Billing Cycle

Platinum MasterCard			XXXX-XXXX-XXXX-3245
NEW BALANCE	MINIMUM PAYMENT	DUE DATE	
\$782.79	\$323.00	Feb 23, 2011	

Credit Limit:	\$500.00
Available Credit:	\$0.00
Cash Credit Limit:	\$500.00
Available Credit for Cash:	\$0.00

Previous Balance		Payments and Credits		Fees and Interest Charged		Transactions		New Balance
\$732.46	-	\$0.00	+	\$50.33	+	\$0.00	=	\$782.79

### TRANSACTIONS CONTINUED

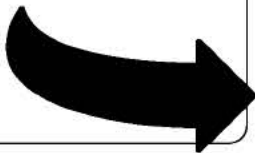
You were assessed a past due fee because your minimum payment was not received by the due date. To avoid this fee in the future, we recommend that you allow at least 7 business days for your minimum payment to reach Capital One.





Your account works differently now  
that you're 7 payments late.

Please see the next page for important account information.



Page 1 of 2 1-800-258-9319  
www.capitalone.com/solutions

Jan. 27 - Feb. 26, 2011 31 Days in Billing Cycle

Platinum MasterCard

3245

NEW BALANCE	PAYMENT DUE	DUE DATE
\$834.25	\$834.25	PAST DUE

Available Credit: \$0.00

IMPORTANT ACCOUNT UPDATES

Your full balance is due. Any payment you make will reduce your balance and help pay off your debt faster. The amount you owe may differ if you've entered into a separate payment agreement.

Previous Balance		Payments and Credits		Fees and Interest Charged		Transactions		New Balance
\$782.79	-	\$0.00	+	\$51.46	+	\$0.00	=	\$834.25

TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR KIRK J NYBERG #3245

FEES

1	23 FEB	PAST DUE FEE	\$35.00
Total Fees This Period			\$35.00
Total Fees This Year			\$70.00

INTEREST CHARGED

INTEREST CHARGE: PURCHASES	\$7.42
INTEREST CHARGE: CASH	\$1.64
INTEREST CHARGE: SPECIAL PURCH	\$7.40
Total Interest This Period	\$16.46
Total Interest This Year	\$31.79

Help is Available.  
Just pick up the phone.



Call 1-800-258-9319 and a specially trained agent will be happy to help you check your balance and make payments.

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	25.90% D	\$337.41	\$7.42
Cash	24.90% D	\$77.50	\$1.64
Special Purch	22.90% D	\$380.28	\$7.40

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM/SOLUTIONS TO MAKE YOUR PAYMENT ONLINE.

1 [REDACTED] 3245 26 0834250020000834252



Account Number [REDACTED] 3245

Due Date	New Balance	Amount Enclosed
Past Due	\$834.25	.

Manage your  
account online.



Visit [www.capitalone.com/solutions](http://www.capitalone.com/solutions) to manage your account online. Have information at your fingertips 24/7 without picking up the phone.

400004

KIRK J NYBERG  
6965 NE RONLER WAY APT 1925  
HILLSBORO, OR 97124-7926



Capital One Bank (USA), N.A.  
P.O. Box 60599  
City of Industry, CA 91716-0599



**How can I avoid paying Interest Charges?** Each month you pay your "New Balance" in full, you will have a minimum grace period of 25 days with no interest charge on all new 1) purchases, 2) balance transfers, 3) special purchases and 4) other charges. If you have been paying your account in full with no interest charges applied and you do not pay your next bill in full, prorated interest charges will be assessed. There is no grace period on cash advances, special transfers, or on any new transaction when there is an unpaid balance from a previous bill.

**How is the Interest Charge applied?** Interest charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first calendar day of the billing period. Interest charges accrue on every unpaid amount until it is paid in full. This means you may owe interest charges even if you pay the entire "New Balance" one month, but did not do so for the previous month. Unpaid interest charges are added to the proper segment of your Account. However, we reserve the right to not assess interest charges at any time.

**Do you assess a Minimum Interest Charge?** Yes. A minimum INTEREST CHARGE of \$0.50 will be assessed for each billing period your account is subject to an interest charge.

**How did you Calculate the Interest Charge?** There are several calculations that are used to determine your total interest charge. 1. To get your Daily Balance: For each segment, 1) take the beginning balance and add in new transactions and the periodic interest charge on the previous day's balance. 2) Subtract any payments and credits for that segment as of that day. The result is the daily balance for each segment. However, if you paid your previous month's balance in full (or if your balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances. Also, transactions that are subject to a grace period are not added to the daily balances. 2. To find your Average Daily Balance: 1) add the daily balances together and 2) divide the sum by the number of days in the billing cycle. 3. Estimate your Total Interest Charge: 1) multiply your average daily balance by the daily periodic rate and 2) multiply the result by the number of days in the billing period. NOTE: Due to rounding or a minimum interest charge, this calculation may vary from the interest charge actually assessed.

**Is the "Payment Due" a Payoff Amount?** No. All stated amounts are owed on the date of the statement. However, because interest, late charges and other charges might change from day to day as provided in your customer agreement, the amount due on the day you pay may be larger. For example, if you pay the amount stated in this statement, your account might still have a balance after your payment is received. Also note that the amount you owe may differ if you've entered into a separate payment arrangement. Please call the number on the front of the statement for an exact payoff amount.

**How can my variable Annual Percentage Rate (APR) change?** Your APR may increase or decrease based on one of seven standard indices reported in *The Wall Street Journal*. To find which index is used for your account, look for a code (P, L, C, S, D or F) on the front of this statement next to the APR(s). Then check the table below:

Code next to your Annual Percentage Rate (APR)	Index which your rates are based on	When your Annual Percentage Rate will change
P L C S	Quarterly Prime + margin previously disclosed to you Quarterly LIBOR + margin previously disclosed to you Quarterly CD + margin previously disclosed to you Bankcard Prime + margin previously disclosed to you	The first day of the billing periods that end in January, April, July and October.
D F G	Monthly Prime + margin previously disclosed to you Monthly LIBOR + margin previously disclosed to you Treasury LIBOR + margin previously disclosed to you	The first day of each monthly billing period.

**Are there Additional Fees associated with my account?** Yes, under certain circumstances, you may be assessed a Late or Returned Payment Fee. You may also be assessed overlimit fees if permitted by law. You will also be required to pay all of our actual collection expenses, attorneys' fees and court costs unless the law does not allow us to collect these amounts. We reserve the right to not assess fees without prior notice and without waiving our right to assess a similar fee later.

**What happens if my Account is Suspended?** We may close or suspend your account and your right to obtain credit at any time and for any reason, even if you are not in default. Account suspension can be permanent or temporary. If your account is closed or suspended you must 1) stop using your credit card and account, 2) cancel all automatic payments, 3) destroy all credit cards and access checks, and 4) pay all amounts you owe us, even if they were charged after the account was closed or suspended.

**How do I Make Payments?** Payments you mail us will be credited to your account as of the business day we receive them, as long as: 1) you send the bottom portion of this statement and your check in the enclosed remittance envelope, and 2) your payment is received in Capital One's processing centers by 5pm local time. Please allow at least seven (7) business days for mail delivery. Mailed Payments received by Capital One at any other location or in any other form may not be credited as of the day they are received.

**Do you Process Paper Checks as an Electronic Funds Transfer?** When you provide a check as payment, you authorize us and our agents either to use information from your check to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your deposit account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Your authorization is not limited by the date on the check. We may resubmit and electronically collect the returned payments.

**What if I file for Bankruptcy?** If you are entitled to bankruptcy protection, this communication is for information only, it is not an attempt to collect, assess or recover a debt or claim. Do not send us payments without speaking with your bankruptcy attorney or the Bankruptcy Court. If you have questions about your account or bankruptcy proceeding, please have your attorney contact us. If you or your attorney would like to contact our bankruptcy claims servicer directly, please contact: Capital One · PO Box 85167 · Richmond, VA 23285-5167

**BILLING RIGHTS SUMMARY (Does Not Apply to Small Business Accounts)**

**What To Do If You Think You Find A Mistake On Your Statement:** If you think there is an error on your statement, write to us at:  
Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285  
In your letter, give us the following information:  
· **Account information:** Your name and account number.  
· **Dollar amount:** The dollar amount of the suspected error.  
· **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.  
You must contact us within 60 days after the error appeared on your statement.  
You must notify us of any potential errors in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.  
While we investigate whether or not there has been an error, the following are true:  
· We cannot try to collect the amount in question, or report you as delinquent on that amount.  
· The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.  
· While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases.** If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true: 1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.) 2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify. 3. You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:  
Capital One  
P.O. Box 30285  
Salt Lake City, UT 84130-0285  
While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Capital One supports information privacy protection: see our website at [www.capitalone.com](http://www.capitalone.com)  
Capital One is a federally registered service mark of Capital One Financial Corporation. All rights reserved © 2010 Capital One



Now that your account is **7 payments past due**, the changes detailed below will apply to your account.

Hopefully, these will make it easier for you to take control of your finances again.



Your balance is still due and we'll contact you soon (directly or through a collection agency) to discuss options for resolving your debt. **You are responsible for paying the full balance on your account** as well as any associated collections expenses, attorney fees and court costs unless the law does not allow us to collect these amounts, as provided in your customer agreement.

If we continue to send you statements, you'll now receive them quarterly instead of monthly. We may continue to report the status of your account to the credit bureaus, unless prohibited by law. We may also report when your account is paid off.

**Help is available.** We understand that it can be challenging to manage your finances. Here are three important facts about your account that may help make it easier for you to repay your balance:

- 1) No more compound interest:** This means that future interest charges will never accrue interest—making it easier to pay down your debt faster.
- 2) Highest interest balances are paid first:** Your payments will go toward the balance with the highest interest rate first—automatically saving you money whenever you make a payment.
- 3) Regular payments will resolve your debt:** Since your highest interest balances get paid first and your interest doesn't compound, making regular payments will get your balance paid.

**Call 1-800-258-9319 to discuss your options.** And remember, you can check your balance and make payments online any time at [www.capitalone.com/solutions](http://www.capitalone.com/solutions).



**Help is available.** Just pick up the phone.

**Call 1-800-258-9319** and a specially trained agent will be happy to help you check your balance, make a payment and answer any questions you may have.





Take control of your finances today!

Call 1-800-258-9319 to get up-to-date information about your account and make payments.

It's not too late. Call now to get started.



Page 1 of 1 1-800-258-9319  
www.capitalone.com/solutions

Feb. 28 - May. 25, 2011

MASTERCARD PLATINUM		3245
NEW BALANCE	PAYMENT DUE	DUE DATE
\$872.85	\$872.85	Past Due
Available Credit: \$0.00		

IMPORTANT ACCOUNT UPDATES  
Your full balance is due. Any payment you make will reduce your balance and help pay off your debt faster. The amount you owe may differ if you've entered into a separate payment agreement.

Previous Balance		Payments and Credits		Fees		Interest Charged		New Balance
\$834.25	-	\$0.00	+	\$0.00	+	\$38.60	=	\$872.85

TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR KIRK J NYBERG #3245

FEES			
		Total Fees This Period	\$0.00
		Total Fees This Year	\$70.00
INTEREST CHARGED			
1	02 MAR	INTEREST CHARGE	\$0.89
2	02 APR	INTEREST CHARGE	\$13.92
3	02 MAY	INTEREST CHARGE	\$13.47
4	25 MAY	INTEREST CHARGE	\$10.32
		Total Interest This Period	\$38.60
		Total Interest This Year	\$70.39

Help is Available.  
Just pick up the phone.



Call 1-800-258-9319 and a specially trained agent will be happy to help you check your balance and make payments.

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Interest Bearing	19.650%	\$833.72	\$38.60

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM/SOLUTIONS TO MAKE YOUR PAYMENT ONLINE

1 3245 25 0872850000000872856



Account Number 3245

Due Date	New Balance	Amount Enclosed
Past Due	\$872.85	.

KIRK J NYBERG  
710 NW AUTUMNCREEK WAY  
APT 1925  
BEAVERTON, OR 97006-9008

Manage your  
account online.



Visit www.capitalone.com/solutions to manage your account online. Have information at your fingertips 24/7 without picking up the phone.

Capital One Bank (USA), N.A.  
P.O. BOX 71083  
CHARLOTTE, NC 28272-1083  
[Barcode]

**How is the Interest Charge applied?** Interest charges accrue from the 1) date of the transaction, 2) date the transaction is processed or 3) first calendar day of the billing period. Interest charges accrue on every unpaid amount until it is paid in full. However, we reserve the right to not assess interest charges at any time.

**How did you Calculate the Interest Charge?** There are several calculations that are used to determine your total interest charge.

1. To get your Daily Balance: 1) take the current balance from when your account charged-off. 2) For each day after, subtract the payments, credits, and adjustments as of that day. The result is the daily interest bearing balance.
  2. To find your Average Daily Interest Bearing Balance: 1) add the daily interest bearing balances together and 2) divide the sum by the number of days the interest rate was in effect.
  3. Estimate your Total Interest Charge: 1) multiply your average daily balance by the daily periodic rate and 2) multiply the result by the number of days the interest rate was in effect.
- NOTE: Due to rounding, balance adjustments, or returned payments, this calculation may vary from the interest charge actually assessed.

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**Do you Process Paper Checks as an Electronic Funds Transfer?** When you provide a check as payment, you authorize us and our agents either to use information from your check to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your deposit account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Your authorization is not limited by the date on the check. We may resubmit and electronically collect the returned payments.

**What if I file for Bankruptcy?** If you are entitled to bankruptcy protection, this communication is for information only, it is not an attempt to collect, assess or recover a debt or claim. Do not send us payments without speaking with your bankruptcy attorney or the Bankruptcy Court. If you have questions about your account or bankruptcy proceeding, please have your attorney contact us. If you or your attorney would like to contact our bankruptcy claims servicer directly, please contact: Capital One PO Box 30285 Salt Lake City, UT 84130-0285

**BILLING RIGHTS SUMMARY** (Does Not Apply to Small Business Accounts)

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- Dollar amount: The dollar amount of the suspected error.
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  - We cannot try to collect the amount in question, or report you as delinquent on that amount.
  - You do not need to pay any disputed amounts and related interest charges or fees until we send you a notice about the outcome of our investigation.
  - The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
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**Your Rights If You Are Dissatisfied With Your Credit Card Purchases:**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

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P.O. Box 30285  
Salt Lake City, UT 84130-0285

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

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Take control of your finances today!

Call 1-800-258-9319 to get up-to-date information about your account and make payments.

It's not too late. Call now to get started.



Page 1 of 1 1-800-258-9319  
www.capitalone.com/solutions

May. 26 - Aug. 25, 2011

MASTERCARD PLATINUM		3245
NEW BALANCE	PAYMENT DUE	DUE DATE
\$914.16	\$914.16	Past Due
Available Credit: \$0.00		

IMPORTANT ACCOUNT UPDATES  
Your full balance is due. Any payment you make will reduce your balance and help pay off your debt faster. The amount you owe may differ if you've entered into a separate payment agreement.

Previous Balance		Payments and Credits		Fees		Interest Charged		New Balance
\$872.85	-	\$0.00	+	\$0.00	+	\$41.31	=	\$914.16

TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR KIRK J NYBERG #3245

FEES			
		Total Fees This Period	\$0.00
		Total Fees This Year	\$70.00
INTEREST CHARGED			
1	25 JUN	INTEREST CHARGE	\$13.92
2	25 JUL	INTEREST CHARGE	\$13.47
3	25 AUG	INTEREST CHARGE	\$13.92
		Total Interest This Period	\$41.31
		Total Interest This Year	\$111.70

Help is Available.  
Just pick up the phone.



Call 1-800-258-9319 and a specially trained agent will be happy to help you check your balance and make payments.

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Interest Bearing	19.650%	\$834.06	\$41.31

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM/SOLUTIONS TO MAKE YOUR PAYMENT ONLINE

1 3245 25 0914160000000914164



Account Number: 3245

Due Date	New Balance	Amount Enclosed
Past Due	\$914.16	.

KIRK J NYBERG  
710 NW AUTUMNCREEK WAY  
APT 1925  
BEAVERTON, OR 97006-9008

Manage your  
account online.



Visit www.capitalone.com/solutions to manage your account online. Have information at your fingertips 24/7 without picking up the phone.

Capital One Bank (USA), N.A.  
P.O. BOX 71083  
CHARLOTTE, NC 28272-1083  
[Barcode]



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**How do I Make Payments?** Payments may be made in several ways: 1. Online by going to [www.capitalone.com](http://www.capitalone.com) and logging into your account 2. Telephone Voice Response System by dialing 1-800-955-7070 and following the voice prompts. When you make a phone payment through our voice response system, you authorize us to initiate an ACH or electronic payment that will be debited from your bank account. Funds may be withdrawn from your bank account as soon as the same day we process your payment. 3. Calling our telephone center number 1-800-955-7070 and providing your information to our call center representative. 4. Payments by mail should be sent to the mailing address provided on the bottom portion of this statement. Payments will be credited to your account:

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- While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Within 90 days of our receipt of your letter, we will send you a written notice explaining either that we corrected the error (to appear on your next statement) or the reasons we believe the bill is correct.

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Take control of your finances today!

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Your account is being serviced by Capital One Services, LLC unless you've been notified otherwise. Please note, if your account is being serviced by a third party, then your call will be automatically routed to them.

NOTICE: PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION



Page 1 of 1

Customer Service 1-800-258-9319

www.capitalone.com/solutions

Feb. 26 - May. 25, 2012

MASTERCARD PLATINUM

3245

NEW BALANCE

\$976.57

PAYMENT DUE

\$976.57

DUE DATE

Past Due

Available Credit: \$0.00

IMPORTANT ACCOUNT UPDATES

Your full balance is due. Any payment you make will reduce your balance and help pay off your debt faster. The amount you owe may differ if you've entered into a separate payment agreement.

Previous Balance

\$976.57

Payments and Credits

\$0.00

Fees

\$0.00

Interest Charged

\$0.00

New Balance

\$976.57

TRANSACTIONS

PAYMENTS, CREDITS & ADJUSTMENTS FOR KIRK J NYBERG #3245

FEES		
Total Fees This Period		\$0.00
INTEREST CHARGED		
Total Interest This Period		\$0.00
TOTALS YEAR TO DATE		
Total Fees This Year		\$0.00
Total Interest This Year		\$21.10

Help is Available.  
Just pick up the phone.



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INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Non-Interest Bearing	0.000%	\$976.57	\$0.00

PLEASE RETURN PORTION BELOW WITH PAYMENT OR LOG ON TO WWW.CAPITALONE.COM/SOLUTIONS TO MAKE YOUR PAYMENT ONLINE

1 3245 25 0976570000000976574



Account Number: 3245

Due Date

New Balance

Amount Enclosed

Past Due

\$976.57

.

KIRK J NYBERG  
710 NW AUTUMNCREEK WAY  
APT 1925  
BEAVERTON, OR 97006-9008

Manage your  
account online.



Visit www.capitalone.com/solutions to manage your account online. Have information at your fingertips 24/7 without picking up the phone.

Capital One Bank (USA), N.A.  
P.O. BOX 71083  
CHARLOTTE, NC 28272-1083  
[Barcode]

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NOTE: Due to rounding, balance adjustments, or returned payments, this calculation may vary from the interest charge actually assessed.

**Is the Payment Due a Payoff Amount ?** No. All stated amounts are owed on the date of the statement. However, because interest, late charges and other charges might change from day to day as provided in your customer agreement, the amount due on the day you pay may be larger. For example, if you pay the amount stated in this statement, your account might still have a balance after your payment is received. Also note that the amount you owe may differ if you've entered into a separate payment arrangement. Please call the number on the front of the statement for an exact payoff amount.

**Are there Additional Fees associated with my account ?** Yes, under certain circumstances, you may be assessed a Returned Payment fee. You will also be required to pay us all of our actual collection expenses, attorneys' fees and court costs unless the law does not allow us to collect these amounts. We reserve the right to not assess fees without prior notice and without waiving our right to assess a similar fee later.

**How do I Make Payments ?** Payments you mail to Capital One will be credited to your account as of the business day they are received, as long as: 1) you send the bottom portion of this statement and your check in the enclosed remittance envelope, and 2) your payment is received in Capital One's processing centers by 5 pm local time. Please allow at least seven (7) business days for mail delivery. Mailed Payments received by Capital One at any other location or in any other form may not be credited the day they are received.

**Do you Process Paper Checks as an Electronic Funds Transfer ?** When you provide a check as payment, you authorize us and our agents either to use information from your check to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your deposit account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Your authorization is not limited by the date on the check. We may resubmit and electronically collect the returned payments.

**What if I file for Bankruptcy ?** If you are entitled to bankruptcy protection, this communication is for information only, it is not an attempt to collect, assess or recover a debt or claim. Do not send us payments without speaking with your bankruptcy attorney or the Bankruptcy Court. If you have questions about your account or bankruptcy proceeding, please have your attorney contact us. If you or your attorney would like to contact our bankruptcy claims servicer directly, please contact: Capital One, PO Box 30285, Salt Lake City, UT 84130-0285

**BILLING RIGHTS SUMMARY** (Does Not Apply to Small Business Accounts)

**What To Do If You Think You Find A Mistake On Your Statement:** If you think there is an error on your statement, write to us at:  
Capital One, P.O. Box 30285, Salt Lake City, UT 84130-0285

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us or notify us electronically, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. We will notify you in writing within 30 days of our receipt of your letter. While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.

But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.

- While you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Within 90 days of our receipt, we will send you a written notice explaining either that we corrected the error (to appear on your next statement) or the reasons we believe the bill is correct.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases.** If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, the following must be true:

- 1) You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify; and
- 2) You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:  
Capital One, P.O. Box 30285, Salt Lake City, UT 84130-0285

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

**Who is my Servicer?** Your account is being serviced by Capital One Services, LLC unless you've been notified otherwise. Please note, if your account is being serviced by a third party, calls made to Capital One will automatically be routed to them.

**State and Local Disclosures.** If you receive this statement in Connecticut, the District of Columbia, Iowa, New York City, or North Carolina, and your Account involves a debt owed primarily for personal, family, household or other consumer purpose(s), or if you receive this statement in Vermont irrespective of the nature of the debt associated with your Account, the following disclosure is required by state or local law:

**This is an attempt to collect a (consumer) debt (claim). Any information obtained will be used for that purpose.**

The following disclosure is required by state law if your Account involves a debt owed primarily for personal, family, household or other consumer purpose(s) and you receive this letter in Iowa:

This communication is from a debt collector.

The following disclosure is required by state law if you receive this communication in Minnesota:

**This collection agency is licensed by the Minnesota Department of Commerce.**

The following disclosure is required by state law if your Account involves a debt owed primarily for personal, family, household or other consumer purpose(s) and you receive this letter in Massachusetts:

**NOTICE OF IMPORTANT RIGHTS: YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE CREDITOR.**

This is not a complete list of the rights that you might have. The terms above in this Section are defined by applicable state or local law. Pursuant 15 USC 1692a(6)(B) and (F) of the Fair Debt Collection Practices Act, Capital One Services, LLC is not a debt collector under federal law.

Capital One supports information privacy protection; see our website at [www.capitalone.com](http://www.capitalone.com)  
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**CERTIFICATE OF SERVICE**

I hereby certify that I served a true and correct copy of the forgoing  
**DECLARATION OF COLBY EYRE IN SUPPORT OF DEFENDANT'S MOTION  
FOR SUMMARY JUDGMENT** on the date indicated below by:

- ☐ mail with postage prepaid, deposited in the U.S. mail at San Francisco, California,
- ☐ hand delivery,
- ☐ facsimile transmission,
- ☐ overnight deliver,
- ☒ electronic filing notification.

If served by facsimile transmission, attached to this certificate is the printed confirmation of receipt of the document(s) generated by the transmitting machine. I further certify that said copy was placed in a sealed envelope delivered as indicated above and addressed to said attorney(s) at the address(es) listed below:

Bret Knewton  
bknewton@yahoo.com

Mark G. Passannante  
markpassannante@msn.com

*Attorneys for Plaintiff*

DATED: December 12, 2016

By: s/ Jeffrey A. Topor  
Jeffrey A. Topor